

BEFORE THE  
NORTH CAROLINA UTILITIES COMMISSION

Docket No. P-772, Sub 8  
Docket No. P-913, Sub 5  
Docket No. P-989, Sub 3  
Docket No. P-824, Sub 6  
Docket No. P-1202, Sub 4

In the Matter of )  
)  
Joint Petition NewSouth )  
Communications Corp., et al. for )  
Arbitration with BellSouth )  
Telecommunications, Inc. )

Raleigh, North Carolina  
Monday, June 28, 2004  
Deposition of EDDIE L. OWENS,

a witness herein, called for  
examination by counsel for the Joint  
Petitioners, in the above-entitled action,  
pursuant to Notice, the witness being duly  
sworn by Nicole Ball Fleming, Court  
Reporter and Notary Public in and for the  
State of North Carolina, taken at the  
offices of Parker Poe Adams & Bernstein,  
150 Fayetteville Street Mall, Suite 1400,  
Raleigh, North Carolina, beginning at  
11:41 a.m., on Monday, June 28, 2004, such  
proceedings being taken stenographically  
by Nicole Ball Fleming.

<div>Page 2</div> <div>1 APPEARANCES OF COUNSEL</div> <div>2</div> <div>3 On behalf of the Joint Petitioners:</div> <div>4 Stephanie Joyce</div> <div>5 John J. Heitmann</div> <div>6 Kelley Drye &amp; Warren</div> <div>7 1200 19th Street, NW</div> <div>8 Suite 500</div> <div>9 Washington, DC 20036</div> <div>10</div> <div>11 On behalf of BellSouth</div> <div>12 Jim Meza</div> <div>13 BellSouth Legal Department</div> <div>14 675 West Peachtree Street, NE</div> <div>15 Suite 4300</div> <div>16 Atlanta, GA 30375</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>Page 4</div> <div>1 STIPULATIONS</div> <div>2 Prior to examination of the witness,</div> <div>3 counsel for the parties stipulated and</div> <div>4 agreed as follows:</div> <div>5 1. Said deposition shall be taken for</div> <div>6 the purpose of discovery or for use as</div> <div>7 evidence in the above-entitled action or</div> <div>8 for both purposes, as permitted by the</div> <div>9 applicable rules of civil procedure.</div> <div>10 2. Any objections of any party hereto as</div> <div>11 to Notice of the taking of said deposition</div> <div>12 or as to the time and place thereof or as</div> <div>13 to the competency of the person before</div> <div>14 whom the same shall be taken are hereby</div> <div>15 waived.</div> <div>16</div> <div>17 3. Objection to questions and motions to</div> <div>18 strike answers need not be made during the</div> <div>19 taking of this deposition, but may be made</div> <div>20 for the first time during the progress of</div> <div>21 the trial of this case, or at any pretrial</div> <div>22 hearing held before the Judge for the</div> <div>23 purpose of ruling thereon or at any other</div> <div>24 hearing of said case at which said</div> <div>25 deposition might be used, except that an</div> <div>objection as to the form of a question</div> <div>must be made at the time such question is</div> <div>asked or objection is waived as to the</div> <div>form of the question.</div> <div>4. That all formalities and requirements</div> <div>of the Statute with respect to any</div> <div>formalities not herein expressly waived</div> <div>are hereby waived, especially including</div> <div>the right to move for the rejection of</div> <div>this deposition before trial for any</div> <div>irregularities in the taking of the same,</div> <div>either in whole or in part or for any</div> <div>other cause.</div> <div>5. That the sealed original transcript</div> <div>of this deposition shall be mailed</div> <div>first-class postage or hand-delivered to</div> <div>the party taking the deposition or its</div> <div>attorney for preservation and delivery to</div> <div>the Court, if and when necessary.</div>
<div>Page 3</div> <div>1 INDEX TO EXAMINATIONS &amp; EXHIBITS</div> <div>2 Examination Page</div> <div>3 Direct by Ms. Joyce 3</div> <div>4</div> <div>5 ---</div> <div>6 Deposition Exhibit Page</div> <div>7 1 Notice of Deposition 5</div> <div>8 2 Direct Testimony 13</div> <div>9 3 CLEC Agreement 40</div> <div>10 4 Attachment 2 42</div> <div>11 5 FCC 03-36 50</div> <div>12 6 FCC 03-36 52</div> <div>13 7 Attachment 6 88</div> <div>14 8 Attachment to Request for</div> <div>15 Production, Item No. 6-11(A)-1 107</div> <div>16</div> <div>17 9 Joint Petitioners' First Set</div> <div>18 of Interrogatories 121</div> <div>19 10 Joint Petitioners' First Set</div> <div>20 of Interrogatories 128</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> <div>11 BST Response to RFP 7-2(A)-1 137</div>	<div>Page 5</div> <div>1 (DEPOSITION EXHIBIT NO. 1 WAS MARKED )</div> <div>2 EDDIE L. OWENS,</div> <div>3 having been duly sworn,</div> <div>4 testified as follows:</div> <div>5 DIRECT EXAMINATION</div> <div>6 BY MS. JOYCE:</div> <div>7 Q. Good morning. Please state your full name</div> <div>8 and business address for the record.</div> <div>9 MR. MEZA. I'm sorry, could we</div> <div>10 just put on the record whether we're</div> <div>11 agreeing to the usual stipulations?</div> <div>12 MS. JOYCE: Oh, yes, we're</div> <div>13 agreeing to the usual stipulations under</div> <div>14 the Rules of Civil Procedure.</div> <div>15 MR. MEZA: Thank you.</div> <div>16 Q. Please state your name and business</div> <div>17 address for the record.</div> <div>18 A. My name is Eddie Owens. My business</div> <div>19 address is 675 West Peachtree Street,</div> <div>20 Atlanta, Georgia.</div> <div>21 Q. Mr. Owens, my name is Stephanie Joyce.</div> <div>22 And I am counsel to NuVox, N-u-V-o-x,</div> <div>23 NewSouth, KMC, and Xspedius,</div> <div>24 X-s-p-e-d-i-u-s. And they are the</div> <div>25 petitioners in this case. They're called</div>

<p style="text-align: right;">Page 6</p> <p>1 competitive local providers in North 2 Carolina or C-L-Ps, CLPs. Do you 3 understand that term? 4 A Yes, I do. 5 Q. They're also called, in other states, 6 competitive local exchange providers -- 7 or carriers, CLEC Do you understand that 8 term? 9 A Yes 10 Q I'm going to refer to my clients as the 11 Joint Petitioners Will that make sense 12 to you? 13 A. Yes, it will 14 Q Mr Owens, do you know why you are here 15 before us today? 16 A Yes, I think so 17 Q. And what is that purpose? 18 A I'm summoned here to be deposed on the 19 testimony that I have filed in the Joint 20 Petitioners arbitration 21 Q All right. Mr. Owens, I'm handing you an 22 exhibit I have marked Exhibit 1 23 MS. JOYCE I have copies. 24 MR MEZA: Okay. 25 MS. JOYCE If you'd give that to</p>	<p style="text-align: right;">Page 8</p> <p>1 not 2 Q Did you testify regarding issues similar 3 to those that you have written testimony 4 for in this case? 5 A. No, did not 6 Q And you understand the rules of being 7 deposed, do you not? 8 A Yes, I believe I do 9 Q. All right. So you understand that you've 10 been sworn? 11 A Yes. 12 Q. And the answers you give today can be 13 admitted at a hearing as if you were 14 present, do you understand that? 15 A. Yes. 16 Q. All right. And I ask that all answers 17 that you give should be audible. The 18 court reporter can't hear shaking of the 19 head I ask that you let me finish my 20 question before you respond to help the 21 court reporter out in keeping things 22 straight 23 Are you on any medications or do 24 you have any other condition that would 25 prevent you from answering the questions I</p>
<p style="text-align: right;">Page 7</p> <p>1 him 2 MR. MEZA: Thank you. This is 1? 3 MS. JOYCE This is 1. 4 Q Mr Owens, do you recognize this document? 5 A. Yes, I do. 6 Q What is it? 7 A It is the notice of deposition that was 8 filed in this docket. 9 Q. Do you recall the first time you saw it? 10 A Not the exact date, no. 11 Q. All right. I draw your attention to the 12 second paragraph on the first page, 13 continues to the second page. It states 14 that you will be provided to respond to 15 questions related to matters contained in 16 your direct testimony. Do you understand 17 what that means? 18 A Yes, I do 19 Q. Have you ever been deposed before? 20 A. Yes, I have 21 Q. And was it in an arbitration like this 22 case? 23 A To be quite honest, it was in an AT&amp;T 24 matter several years ago, and I can't say 25 for sure whether it was an arbitration or</p>	<p style="text-align: right;">Page 9</p> <p>1 pose to you today? 2 A. No. 3 Q What is your present title at BellSouth? 4 A. Present title is manager, Interconnection 5 Services Local Operations staff. 6 Q. And as manager, what responsibilities do 7 you take care of on a day-to-day basis? 8 A. I support the local -- the local service 9 centers that deal with CLPs, such as the 10 local carrier service center, the ordering 11 center, and the customer wholesale 12 Interconnection Network Services Center, 13 the C1 center, which handles the provision 14 and maintenance of CLPs. 15 Q The local carrier center, what tasks are 16 performed there? 17 A. It's the local carrier service center, 18 which is where the ordering with the C -- 19 or the CLPs submit their LSRs or local 20 service orders. 21 Q And to whom do you report directly at 22 BellSouth? 23 A To Mr. Ken Ainsworth. 24 Q Would you spell his last name? 25 A It's A-i-n-s-w-o-r-t-h</p>

<p style="text-align: right;">Page 10</p> <p>1 Q. What is his title? 2 A. Director of Interconnection Services Local 3 Operations staff 4 Q. Is there more than one director in that 5 department? 6 A. Yes 7 Q. Who are the other directors? 8 A. In -- For the local side, you have Mark 9 Butterworth. 10 Q. Uh-huh 11 A. Milton McElroy 12 Q. Would you spell that last name? 13 A. M-c-E-l-r-o-y 14 Q. Anyone else? 15 A. Mr. Bill Thrasher, T-h-r-a-s-h-e-r, and 16 Ms. Janet Miller-Fields. 17 Q. Is that two names, Miller-Fields? 18 A. Miller-Fields 19 Q. These directors, do they perform largely 20 the same tasks as you? 21 A. Similar tasks. Some of them have 22 responsibilities for line operations like 23 the centers, and with -- Mr. Ainsworth has 24 responsibilities for the staff that 25 supports those centers.</p>	<p style="text-align: right;">Page 12</p> <p>1 people that enter LSRs on behalf of CLPs? 2 A. Not in my normal course of duties, I would 3 not 4 Q. If an LSR is somewhat complex -- if I use 5 the word clarify, do you know what it 6 means to clarify an LSR? 7 MR. MEZA: Object to the form. 8 A. Yes, I do. 9 MR. MEZA: Object to the form. 10 A. Yes, I do 11 Q. Explain to me your understanding of what 12 it means to clarify an LSR. 13 A. If a CLP submits an LSR that is either 14 incomplete or inaccurate, then that LSR 15 may be clarified 16 Q. Would you be involved if an LSR had to be 17 clarified? 18 A. I would not be directly involved, no. 19 Q. Would another director be involved? 20 MR. MEZA: Object to the form 21 A. The directors themselves would not be 22 directly involved. The employees that 23 report to them would be involved. 24 Q. And which of the directors that you've 25 identified would become involved with an</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. Do you have any supervisory role over the 2 staff at those centers? 3 A. I have supervisory role over staff that 4 supports those centers but none directly 5 that work in the centers. 6 Q. So these would be staff that process LSRs 7 that are submitted by a CLP? 8 A. The individual that I -- individuals that 9 I support would be staff support for those 10 centers that process orders and that 11 handle the provisioning and maintenance 12 Q. Explain to me more, if you could, the 13 difference between staff support for those 14 centers and personnel who enter LSRs that 15 are submitted by a CLP at those centers. 16 A. The individuals that actually enter the 17 LSRs submitted by the CLP physically 18 located in those centers actually perform 19 that work that -- that you're talking 20 about, there is a staff organization that 21 supports the processes and that are used 22 by those centers. And the staff 23 organization is the -- is the group that 24 I'm aligned with 25 Q. Do you have any direct contact with the</p>	<p style="text-align: right;">Page 13</p> <p>1 LSR that needed to be clarified? 2 MR. MEZA: Object to the form 3 A. Mr. Mark Butterworth, Mr. Bill McElroy, 4 and Mr. Bill Thrasher, their employees 5 would be. 6 Q. All right, Mr. Owens. In your testimony, 7 you discuss that you are -- let me show 8 you a copy of your testimony. That 9 probably might be easier. Giving to the 10 witness an exhibit marked as 2 11 (DEPOSITION EXHIBIT NO. 2 WAS MARKED) 12 Q. Can you tell me what this document is, 13 Mr. Owens? 14 A. Yes. It is direct testimony that I filed 15 in this arbitration of Joint Petitioners 16 supporting certain issues in that 17 arbitration. 18 Q. All right. Can you please turn to page 2 19 of that document? 20 A. Yes. 21 Q. Lines five to seven. States that you are 22 directly supporting -- responsible for 23 directly supporting maintenance and repair 24 and provisioning activities and indirectly 25 supporting pre-ordering and ordering</p>

<p style="text-align: right;">Page 14</p> <p>1 activities for BellSouth's wholesale 2 market 3 What does it mean that you 4 directly support maintenance and repair? 5 A The local operation staff is split below 6 Ken into two organizations, one that 7 supports the ordering centers and one that 8 supports the provisioning and maintenance 9 centers. I'm directly on the side of that 10 organization that supports provisioning 11 and maintenance 12 Q. And what would it mean that you are 13 indirectly supporting pre-ordering and 14 ordering activities for BellSouth's 15 wholesale market? 16 A. For certain issues that may involve 17 regulatory issues, I do indirectly support 18 the ordering side as well. 19 Q Do you consider yourself equally qualified 20 to discuss things that you directly 21 support as the things that you indirectly 22 support? 23 A For the purposes of what we're doing 24 today, yes 25 Q You have your testimony before you Why</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Did you draft your testimony yourself? 2 A The testimony was prepared at my direction 3 and I wrote parts of the testimony 4 myself Individuals under my direction 5 contributed to it, as well. 6 Q. Without revealing any privileged 7 communication, which would be between an 8 attorney and someone at BellSouth, can you 9 tell me whom you directed to draft this 10 testimony on your behalf? 11 A Mr. Jerry Johnson 12 Q. What is Mr. Johnson's title? 13 A. He is a manager in Interconnection 14 Services. 15 Q. To your knowledge, has Mr. Johnson ever 16 written testimony for an arbitration? 17 A. Yes, he has 18 Q. Has he ever testified in a deposition or 19 at hearing in an arbitration? 20 A Not to my knowledge. 21 Q Did anybody else write this testimony at 22 your direction? 23 A. Mr. Steve Harris contributed, also. 24 Q. What is Mr Harris' title? 25 A. Manager, Interconnection Services.</p>
<p style="text-align: right;">Page 15</p> <p>1 did you choose to write testimony for this 2 arbitration? 3 MR. MEZA: Object to the form. 4 A I was designated as a witness in this case 5 -- this arbitration case, and as such 6 chose -- was -- part of that was to file 7 testimony in this case. 8 Q Without revealing any communication 9 between you and counsel for BellSouth, can 10 you tell me who designated you as a 11 witness? 12 A Mr Ken Ainsworth and Mr. Keith Miller 13 Q. What instructions did they give you 14 regarding the writing of your testimony 15 for this case? 16 MR. MEZA. Object to the form. 17 And I'm instructing the witness not to 18 answer that question on the grounds that 19 it would disclose attorney-client 20 privileged communications or work product. 21 Q. Is Mr Ken Ainsworth an attorney? 22 MR MEZA. He is not, but he acted 23 upon instructions from legal, if at all. 24 Q Is Mr Mark Butterworth an attorney? 25 A. No</p>	<p style="text-align: right;">Page 17</p> <p>1 Q To your knowledge, has Mr. Harris ever 2 drafted testimony for an arbitration? 3 A. Yes, he has. 4 Q. Do you know which arbitration? 5 A. No, I do not. 6 Q. Do you know which arbitration Mr. Johnson 7 wrote testimony for? 8 A. No, not specifically. 9 Q. To your knowledge, has Mr. Harris ever 10 testified in a deposition or at a hearing 11 in an arbitration? 12 A. Not to my knowledge. 13 Q. Did anyone other than yourself, 14 Mr Johnson, Mr. Harris draft your 15 testimony? 16 A. No. 17 Q. Did anyone other than yourself, 18 Mr Johnson, or Mr. Harris review your 19 testimony? 20 A. Yes. 21 Q. Can you tell me the names of those 22 persons? 23 A I do not have the entire list of names 24 that -- that the testimony was 25 distributed to. Mr Keith Miller and</p>

<p>Page 18</p> <p>1 Mr. Ken Ainsworth certainly reviewed it, 2 but I do not have the entire list -- 3 entire distribution list that it was sent 4 to for review 5 Q. Did you speak with anyone at BellSouth 6 about what your testimony should say? 7 A Yes. 8 Q. Without revealing privileged 9 communication, can you tell me who those 10 persons were? 11 A. Other than the names I've already 12 mentioned, Mr Jerry Latham, who is a 13 product manager for BellSouth. 14 Q Is Mr. Latham himself ever a witness on 15 behalf of BellSouth in an arbitration? 16 A I don't know. 17 Q Is Mr Latham involved in the day-to-day 18 dealings between BellSouth and any of the 19 Joint Petitioners? 20 A No, I don't believe so 21 Q. Did you speak with anybody else about your 22 testimony? 23 A. I can't think of any other -- any other 24 folks that I talked with other than the 25 ones we've already talked about.</p>	<p>Page 20</p> <p>1 negotiations? 2 A Yes, I have. 3 Q. Do you recall which provisions you 4 reviewed? 5 A I reviewed the issues that I filed direct 6 testimony in. 7 Q And do you recall the first time that you 8 reviewed those issues? 9 A I don't recall the exact date. It's been 10 several months ago. 11 Q Was it in the year 2004? 12 A I believe the first time that I reviewed 13 anything on this would have been actually 14 in 2003. 15 Q. Had you been designated as a witness prior 16 to the time you read the interconnection 17 agreement? 18 A. No, I don't believe so. 19 Q. Can you tell me then why you read it? 20 A Part of my responsibilities as being in 21 Mr. Ainsworth's organization is to support 22 Mr. Ainsworth, who in the past has also 23 been a witness. So part of my 24 responsibilities is to support him, and if 25 there's a possibility that he may be a</p>
<p>Page 19</p> <p>1 Q Did Mr. Johnson have involvement in the 2 day-to-day dealings between BellSouth and 3 the Joint Petitioners? 4 A No, he does not. 5 Q. Does Mr. Harris have such involvement? 6 A No, he does not 7 Q Why did you ask them to write your 8 testimony? 9 A They are part of Mr. Miller's organization 10 that are -- and part of their 11 responsibilities are to prepare testimony 12 in these type cases 13 Q All right. Specific to this arbitration, 14 Mr Owens, did you participate in the 15 negotiations between BellSouth and the 16 Joint Petitioners to craft the 17 interconnection agreement that's at issue 18 in this case? 19 A No, not directly 20 Q Did you advise the persons at BellSouth 21 who did participate in those negotiations? 22 A No 23 Q Have you reviewed any of the portions of 24 the interconnection agreement in any of 25 its forms during the course of the</p>	<p>Page 21</p> <p>1 witness in one of these type arbitration 2 cases or any other type dockets, then part 3 of what I do is to review those issues 4 that might be assigned to him. 5 Q. To your knowledge, had Mr. Ainsworth been 6 designated or had he chosen to be a 7 witness in this arbitration previously? 8 A At the time that I first became involved 9 in this in 2003, to my knowledge, he had 10 not been. 11 Q Did you participate in answering the 12 discovery questions that the Joint 13 Petitioners have asked of BellSouth in 14 this case? 15 A Yes 16 Q. And in what regard did you assist in that 17 process? 18 A I assisted by trying to get the discovery 19 questions to the proper people within 20 BellSouth to get them answered 21 Q. Do you recall which questions it was that 22 you assisted in? 23 A. No, I don't, not off the top of my head 24 Q. Did you draft any of the actual responses 25 that appear in the responses we've</p>

<p style="text-align: right;">Page 22</p> <p>1 received from BellSouth?</p> <p>2 A. No, I did not</p> <p>3 Q Did you compile any documents in response</p> <p>4 to any of the items?</p> <p>5 A No, I did not</p> <p>6 Q Did you review any of the responses prior</p> <p>7 to their being sent to the Joint</p> <p>8 Petitioners?</p> <p>9 A. I can't honestly say if I reviewed them</p> <p>10 before or after they were sent to the</p> <p>11 Joint Petitioners I have reviewed them,</p> <p>12 but I can't honestly say whether it was</p> <p>13 before or not</p> <p>14 Q. Have you reviewed all of their responses?</p> <p>15 A. No, I have not reviewed all of them.</p> <p>16 Q. Would it be fair to say that you reviewed</p> <p>17 the responses that are relevant to the</p> <p>18 testimony you filed?</p> <p>19 A Some of them.</p> <p>20 Q Did you review any of the documents that</p> <p>21 were produced for the Joint Petitioners?</p> <p>22 A. No, I did not.</p> <p>23 Q Have you discussed with anybody the</p> <p>24 content of the responses generally that</p> <p>25 BellSouth provided to the Joint</p>	<p style="text-align: right;">Page 24</p> <p>1 the question.</p> <p>2 A. I have to say I'm not -- I'm not</p> <p>3 qualified to answer that question Again,</p> <p>4 I can make an assumption, but I can't say</p> <p>5 for sure.</p> <p>6 Q Can you tell me what within BellSouth</p> <p>7 Corporation is an unregulated business?</p> <p>8 A I do know that inside wiring is one</p> <p>9 example of an unregulated or deregulated</p> <p>10 piece of BellSouth's business.</p> <p>11 Q. And what do you mean by unregulated or</p> <p>12 deregulated? Are those the same</p> <p>13 characterizations?</p> <p>14 A. Yes.</p> <p>15 Q. You use them interchangeably?</p> <p>16 A Yes.</p> <p>17 Q. What does it mean inside wiring is an</p> <p>18 unregulated business of BellSouth?</p> <p>19 A For accounting purposes, the work that</p> <p>20 BellSouth does to provide inside wiring</p> <p>21 has to be accounted for differently than</p> <p>22 pieces of BellSouth's regulated business.</p> <p>23 Q. And what do you mean by "accounted for"?</p> <p>24 A. When time or expenses are charged for that</p> <p>25 work, it is accounted for separately then</p>
<p style="text-align: right;">Page 23</p> <p>1 Petitioners?</p> <p>2 A. Yes, I'm sure it's possible that I have.</p> <p>3 I can't think of any particular occasion</p> <p>4 or issue that I discussed, but I'm sure</p> <p>5 it's possible that I have.</p> <p>6 Q. Have you ever participated in the</p> <p>7 discovery process in a prior arbitration?</p> <p>8 A I have participated in -- basically the</p> <p>9 same role that I did in this one, helping</p> <p>10 to accumulate responses to interrogatories</p> <p>11 and PODs</p> <p>12 Q. But I believe you've testified that the</p> <p>13 only time that you've been deposed was in</p> <p>14 connection with a case with AT&amp;T?</p> <p>15 A. That is correct.</p> <p>16 Q. And you don't recall the nature of that</p> <p>17 case?</p> <p>18 A Honestly, I do not I would have to make</p> <p>19 an assumption if I did, so I do not know</p> <p>20 Q All right Well, we're not asking for</p> <p>21 your assumption, so that's fine.</p> <p>22 Mr. Owens, can you tell me what</p> <p>23 within the BellSouth Corporation would be</p> <p>24 a regulated business?</p> <p>25 MR. MEZA Object to the form of</p>	<p style="text-align: right;">Page 25</p> <p>1 BellSouth's regulated work</p> <p>2 Q. Is there any other way in which inside</p> <p>3 wiring is a deregulated business of</p> <p>4 BellSouth?</p> <p>5 MR. MEZA Object to the form.</p> <p>6 A. That was -- Not to my knowledge, no.</p> <p>7 Q. Can you think of any other unregulated</p> <p>8 business of BellSouth?</p> <p>9 A. No.</p> <p>10 Q. Where did you derive your understanding</p> <p>11 that inside wiring is an unregulated</p> <p>12 business at BellSouth?</p> <p>13 A I believe -- I can't say where I acquired</p> <p>14 that knowledge. I mean, that's been a</p> <p>15 knowledge from -- I guess since</p> <p>16 divestiture, that that piece of -- that</p> <p>17 kind of work is considered unregulated</p> <p>18 work and has to be, as I said, accounted</p> <p>19 for separate within BellSouth's regulated</p> <p>20 side of the business, and I believe it's</p> <p>21 been that way since 1984.</p> <p>22 Q. You're referring to the AT&amp;T divestiture?</p> <p>23 A I'm referring to the divestiture, yes, of</p> <p>24 the Bell companies with AT&amp;T, yes.</p> <p>25 Q. All right. Since we're talking about</p>

<p style="text-align: right;">Page 26</p> <p>1 inside wiring, can you please provide your 2 understanding of what unbundled network 3 terminating wire is or UNTW? 4 A It is my understanding that that is a -- 5 UNTW is a pair of wires that connect from 6 a garden terminal or some type of terminal 7 similar to a garden terminal that issues 8 in multiunit dwellings, and that pair of 9 wires runs from that garden terminal to an 10 individual apartment or office within a 11 multiunit dwelling 12 Q. And what do you mean by "garden terminal"? 13 A. That is just the name of the terminal that 14 has been given to the terminal that -- 15 where these UNTWs terminate. 16 Q. Are there any other words that are used 17 for that term, garden terminal? 18 A. Not that I can think of at the moment, no. 19 Q. In your parlance, is inside wire exactly 20 the same thing as UNTW? 21 A No, it is not 22 Q. How are they different? 23 A. Inside wire is the wiring that is on the 24 customer side of a demarcation point 25 Q What is a demarcation point?</p>	<p style="text-align: right;">Page 28</p> <p>1 the individual apartment or in a common 2 telephone closet. 3 Q Where typically would that closet be 4 located? 5 A That would depend on the design of the 6 building 7 Q. To your knowledge, is that closet 8 something that a CLP could get access to? 9 MR. MEZA: Object to form. 10 A To my knowledge, the CLP could get access 11 to the customer side of that to do -- to 12 perform inside wire-type work. 13 Q. All right. So just to make sure that 14 we're all talking about the same thing. 15 When you say "customer side", I believe 16 you're referring to a part of a loop that 17 goes from the demarcation at a NID to the 18 apartment; is that correct? 19 MR. MEZA: Object to form 20 A Yes, that would be correct. 21 Q. And then from the demarcation point at the 22 NID, there is a loop that goes to a garden 23 terminal? 24 A In the case of UNTW, yes. 25 Q. And the garden terminal is in place</p>
<p style="text-align: right;">Page 27</p> <p>1 A. In most cases, it is what we refer to as a 2 network interface device where BellSouth 3 terminates its wiring and the other side 4 of that network interface device where the 5 premise wiring or inside wiring is 6 terminated. 7 Q Do multiunit dwellings have NIDs, network 8 interface devices? 9 A. Yes, they do. 10 Q Are they sometimes called MPOEs? 11 A I don't know. 12 Q What then is your definition of UNTW? 13 MR MEZA Object to the form. 14 A As I've stated before, UNTW is that piece 15 of wire that runs from the garden terminal 16 to the individual apartment or office and 17 terminates into a network interface 18 device 19 Q Would it be the same network interface 20 device that you mentioned with regard to 21 inside wire? 22 A Yes 23 Q. Do you know, in a multiunit dwelling, 24 where would that NID be located? 25 A. It could either be terminated actually in</p>	<p style="text-align: right;">Page 29</p> <p>1 outside the multiunit dwelling? 2 A. I believe in most cases, it is. 3 Q. You testified there's a difference between 4 inside wire and UNTW, and I believe you 5 have testified that inside wire is not 6 regulated; is that correct? 7 A. Yes. 8 Q. Is UNTW not regulated? 9 A. I believe UNTW would be considered 10 regulated I will have to say that I'm 11 not an accounting expert to know exactly 12 where that line is drawn, but, to my 13 knowledge, it would be. 14 Q And do you agree with my characterization 15 that a facility that extends from a 16 demarcation point at a NID to a customer 17 apartment is a loop? 18 A. Would you repeat that, please? 19 Q. Do you agree with my characterization that 20 the facility that extends from a 21 demarcation point at a NID to an apartment 22 is a loop? 23 MR. MEZA Object to the form 24 A. No. 25 Q. How would you characterize it?</p>



<p style="text-align: right;">Page 30</p> <p>1 A. As inside wiring. 2 Q Would you characterize it as a subloop? 3 A No, I would not. 4 Q And why not? 5 A. If it is on the customer side of the 6 network interface device -- and I believe 7 that's what you characterized going from 8 the network interface device to an 9 individual apartment -- it would not be 10 considered part of the loop. It would be 11 considered inside wiring 12 Q Would you consider UNTW a loop? 13 A Yes, a subloop 14 Q Why do you call it a subloop? 15 A Because of the arrangement and the way 16 it's terminated. It's not -- It's not 17 part of BellSouth's F1 or F2 facilities 18 that normally run from BellSouth central 19 office to a cross box type arrangement. 20 So it is my understanding that that -- 21 that a UNTW loop would be considered a 22 subloop. 23 Q And a loop is only something that extends 24 from a BellSouth central office to a cross 25 box?</p>	<p style="text-align: right;">Page 32</p> <p>1 A. I suppose it's possible that it could 2 serve a multiunit office complex as well 3 as a multiunit apartment building, which I 4 guess you would say would serve business 5 customers 6 Q. Where physically in a multiunit building 7 would UNTW be located? 8 MR. MEZA: Object to the form. 9 A That, again, would depend on the design of 10 the building and where the property owner 11 requested that the terminals be placed. 12 Q All right. I think I can clarify my 13 question somewhat. Is it in the walls? 14 A. The UNTW? 15 Q Correct. 16 A. It certainly could be in the walls, yes. 17 Q Could it be in the floors? 18 A. I suppose that's possible 19 Q. And could it be run through ceilings? 20 A. It could be -- It would be run wherever 21 it had to be run to get from the garden 22 terminal to wherever the property owner 23 has designated the demarcation point for 24 the network interface devices. 25 Q. It's the property owner that decides where</p>
<p style="text-align: right;">Page 31</p> <p>1 A No, I didn't say that 2 Q All right I must have misunderstood 3 you You described it as an -- a loop as 4 an F1 or F2 facility? 5 A That's what I would normally describe as a 6 loop, but in the case of UNTW, again, I 7 would describe that as a subloop, which is 8 a loop. 9 Q And the term F1, what does the F stand 10 for? 11 A. Facility, I believe. 12 Q Is an F1 also a pair of wires? 13 A Yes, it is. 14 Q. And does it transmit telecommunications 15 over it? 16 A Yes, it does. It can. 17 Q Is telecommunications also transmitted 18 over a subloop? 19 A. Yes, it can be 20 Q And is telecommunications also transmitted 21 over UNTW? 22 A Yes, it can be 23 Q. Does UNTW serve residential customers? 24 A It can 25 Q Does it serve any other kind of customer?</p>	<p style="text-align: right;">Page 33</p> <p>1 the network interfaces device is? 2 A I believe in most cases it would be. 3 Q. Do you know why that would be? 4 A. Again, it's because, you know, they own 5 the property, so they design the 6 property. And as part of that design, 7 they would designate where they would like 8 the network interphases devices to be 9 located 10 Q Are the network interfacce devices ever 11 located above ground? 12 A Yes. 13 Q. And describe the configuration of that. 14 A. Well, a network interface device -- I 15 mean, if it's located in a telephone 16 closet, certainly that would be above 17 ground in most cases. If it's located in 18 an individual office or an apartment, as 19 long as that office or apartment were 20 above ground, then the network interface 21 device would be above ground 22 Q. Would it ever be up on a utility pole? 23 A Not that I'm aware of. 24 Q. Would it ever be across the street from 25 where the building actually sits?</p>

<p style="text-align: right;">Page 34</p> <p>1 MR. MEZA: You're talking about 2 the NID, each apartment's NID? 3 MS. JOYCE: The NID that -- the 4 property owner has chosen where he'd like 5 it to be placed. 6 Q Would it ever be placed across the street 7 from where the apartment building actually 8 is? 9 A I'm not aware of a situation like that 10 Q. Can you tell me in your own words why a 11 provider of telephone service would need 12 access to UNTW to serve a customer? 13 A. A provider of telephone service would have 14 to have a transmission path to get to an 15 individual apartment or office And if 16 there is UNTW that has been placed for 17 that purpose, then that's -- that's when 18 a communications provider would utilize 19 that 20 Q Would UNTW ever not be placed for that 21 purpose? 22 A. I don't believe I understand your 23 question I'm sorry. 24 Q Is there ever an instance where there is 25 no UNTW to use?</p>	<p style="text-align: right;">Page 36</p> <p>1 and there was no available UNTW to the 2 unit in which they were located, BellSouth 3 would charge the property owner in order 4 to construct UNTW to reach that requesting 5 customer? 6 A. BellSouth could charge the property 7 owner. BellSouth, I believe, would charge 8 whoever was making the request to place 9 that additional wire. 10 Q Could it be the tenant? 11 A Could be the tenant, I assume, yes 12 Q. In most cases, do you believe it would be 13 the tenant? 14 A I can't say in most cases it would be It 15 just depends on who's making the request 16 Q. Do you know how much the tenant or the 17 requester would be charged? 18 A No, I do not 19 Q. Do you know where somebody could find that 20 information? 21 A. I personally do not know. 22 Q. Do you know if it's in a tariff that 23 BellSouth has published? 24 A. No, I do not know. 25 Q. When would the requesting party be advised</p>
<p style="text-align: right;">Page 35</p> <p>1 A Yes, I'm sure there could be. 2 Q. Can you tell me what the situation would 3 be that there would be no UNTW? 4 A. If all of the UNTW is -- is currently in 5 use with other services and there was a 6 need for additional service terminating in 7 that same location, then that could be an 8 instance where UNTW would not be 9 available. 10 Q. Could BellSouth provide service where 11 there's no UNTW available? 12 A No, not without acquiring or placing 13 additional wire, they could not 14 Q BellSouth would place additional wire 15 there in order to reach a customer? 16 A. That would -- I assume that would be the 17 call of the property owner actually as to 18 whether they would request BellSouth to 19 place additional wire there or not. 20 Q Would BellSouth do it if requested by the 21 property owner? 22 A. If the property owner was willing to pay 23 for the construction of that additional 24 UNTW, yes 25 Q. So if a tenant wanted BellSouth service</p>	<p style="text-align: right;">Page 37</p> <p>1 of how much money they would be charged? 2 A When they requested the service or 3 requested an estimate for that service and 4 somebody, an engineer, would have to look 5 at the job and cost it out. And at that 6 time, that estimate would be provided 7 Q. And are you familiar with how the billing 8 arrangement would be established under 9 those circumstances if the requesting 10 party said, yes, please install the UNTW 11 for me? 12 A Am I familiar with the billing 13 arrangement? 14 Q. Yes, that's my question. 15 A No, I am not. 16 Q. Do you have any involvement at all in how 17 end users of BellSouth services are 18 billed? 19 A No, do not 20 Q. Is it ever the case that UNTW is in some 21 way defective? 22 A I'm sure that's possible 23 Q. And if it were defective, could that 24 degrade the telecommunication service that 25 the tenant would be receiving?</p>

<p style="text-align: right;">Page 38</p> <p>1 A Yes, if it had working service on it, 2 certainly. 3 Q And if a customer complained about this 4 situation, can you tell me what BellSouth 5 would do to remedy it? 6 A BellSouth would repair the defect in the 7 wires 8 Q. Is there ever an instance where defective 9 UNTW cannot be repaired? 10 A. Not that I'm aware of 11 Q It's never happened in your experience? 12 A. No. 13 MR MEZA. Excuse me. Can we take 14 a five-minute break? 15 MS JOYCE. Certainly We'll go 16 off the record 17 (RECESS.) 18 BY MS JOYCE 19 Q. Mr. Owens, we were discussing UNTW. Would 20 it ever be the case that the services that 21 a customer had requested from BellSouth 22 could not be supported over the UNTW 23 existing further unit? 24 A. I don't know of any cases, but I'm sure 25 it's possible I mean, depending on the</p>	<p style="text-align: right;">Page 40</p> <p>1 Q. Have you ever supervised or performed 2 installation of additional UNTW? 3 A. No, I have not. 4 Q From where then did you derive your 5 understanding about what UNTW entails as 6 you described it in your testimony? 7 A. From discussions with Mr. Jerry Latham, 8 who is a product manager for that 9 particular product, and from discussion 10 with Mr. Keith Miller. 11 (DEPOSITION EXHIBIT NO. 3 WAS MARKED ) 12 Q Mr. Owens, I'm going to show you a 13 document that I will mark as Exhibit 3. 14 Do you recognize this document? 15 A It looks familiar, yes. 16 Q All right. This is the standard 17 interconnection agreement that is resident 18 on BellSouth's website 19 A All right. 20 MR. MEZA. Is it portions of it? 21 I don't believe it's the entire standard. 22 MS JOYCE: This is a portion of 23 Attachment 2. I do have the entirety of 24 Attachment 2. 25 MR. MEZA. No, I just wanted the</p>
<p style="text-align: right;">Page 39</p> <p>1 type service they're ordering, if the UNTW 2 would not support that type service, then 3 that would be possible. 4 Q. Do you know if that may be the case if a 5 customer wanted DSL service, digital 6 subscriber line service? 7 A I don't know that that would preclude 8 BellSouth serving DSL service ever 9 Q You believe that the UNTW could support 10 the DSL service? 11 A. As far as I know, yes. 12 Q. If there were not enough capacity to serve 13 the customer with their chosen services, 14 what would BellSouth do in that situation? 15 MR MEZA Object to the form 16 A As I stated earlier, if the requester was 17 asking for additional wire to be placed, 18 then BellSouth would provide that at a 19 cost. 20 Q And this cost, you don't know if it's in a 21 tariff anywhere? 22 A No, I don't 23 Q. Do you know how long it would take to 24 provision the UNTW in that instance? 25 A No, I do not</p>	<p style="text-align: right;">Page 41</p> <p>1 record to reflect you're not handing him 2 the entire standard. 3 MS. JOYCE. Just have a limited 4 question about it, so this is a portion 5 Q. And I'd like to direct your attention to 6 section 2 8.3.3.2. Do you see that? 7 A. Yes, I do. 8 Q. And it states that the provisioning party 9 shall not be required to install new or 10 additional NTW beyond existing NTW to 11 provision the services of the requesting 12 party 13 Now, if we're speaking about 14 BellSouth, would -- would BellSouth be 15 the provisioning party and the requesting 16 party would be a CLP, that could be one 17 scenario that this provision would apply 18 to? Do you agree with that? 19 A Yes, I do. 20 Q. And this provision has the acronym NTW 21 Is there a difference in your mind between 22 NTW and UNTW? 23 A Not in my mind It's the same pair of 24 wires. 25 Q. And do you think about it in the same way</p>

<p style="text-align: right;">Page 42</p> <p>1 with respect to BellSouth's installation 2 of it, repair of it? 3 A Yes 4 Q And do you understand that this provision 5 before you is something that BellSouth 6 would present to a CLEC when negotiations 7 for an arbitration -- or excuse me, for 8 an interconnection agreement begin? 9 A If this is the standard agreement, yes. 10 (DEPOSITION EXHIBIT NO. 4 WAS MARKED ) 11 Q. Now I'm going to hand you a document 12 that's going to be marked as Exhibit 4 13 Do you recognize this document? 14 A. I believe it to be the document that is 15 part of the negotiations between BellSouth 16 and Joint Petitioners 17 Q Can I direct your attention on page 2 of 18 this Exhibit 2, section 2 16.2.3.2. Do 19 you see that? 20 A Yes 21 Q And have you seen this provision before 22 today? 23 A. I believe it's the same version that I 24 have seen before today, yes. I don't see 25 any differences there</p>	<p style="text-align: right;">Page 44</p> <p>1 think of anything that's different about 2 what BellSouth has offered in Exhibit 4 3 versus what is in Exhibit 3, the same 4 sections? 5 A Are you asking me what is different? 6 Q. About what BellSouth is offering. 7 MR. MEZA: And for clarification, 8 they're not numbered the same, so when you 9 mean sections, you meant -- 10 MS JOYCE: Right. We've just 11 been over 2.8.3.2. 12 MR MEZA: Okay. 13 MS. JOYCE: And the analogous -- 14 MR. MEZA. Okay. 15 MS JOYCE: -- if you compare 16 them 17 MR. MEZA Thank you 18 A. Other than the obvious words being 19 different, I see no difference in the 20 meaning 21 Q Do you know what "except as otherwise 22 required in this attachment" refers to? 23 A. Other than what it says, no. I mean, if 24 it -- if what I read says that if there's 25 something else in this attachment that</p>
<p style="text-align: right;">Page 43</p> <p>1 Q And do you see some of the text in this 2 provision is bolded? 3 A Yes. 4 Q. And do you understand that that reflects 5 the fact that BellSouth and the Joint 6 Petitioners are not in agreement as to 7 what this agreement should say? 8 A. Yes. 9 Q. I direct your attention to the portion 10 that is marked BellSouth version And it 11 states that, except as otherwise required 12 in this attachment or as necessary for 13 BellSouth to perform its obligations under 14 section 2.16 2 3.1, BellSouth shall not be 15 required to install new or additional UNTW 16 beyond existing UNTW to provision the 17 services of -- there's a blank for the 18 customer name Do you see that? 19 A. Yes, I do. 20 Q Do you know why the acronym UNTW appears 21 here but in the provision we just 22 inspected on Exhibit 3, the acronym NTW 23 was used? 24 A. No, I do not. 25 Q. In comparing those two provisions, can you</p>	<p style="text-align: right;">Page 45</p> <p>1 says otherwise, then that would apply, but 2 if this -- that's not the case, then the 3 last sentence there applies. I mean, 4 that's just the way it reads. I don't 5 have any other knowledge of it 6 Q. If I were to give you the full version of 7 Attachment 2 from the first exhibit that I 8 showed you, the agreement that is on the 9 BellSouth website, would you be able to 10 tell me what "except as otherwise required 11 in this attachment" applies to? 12 A. I mean, I suppose if I had time to review 13 the entire document, that's possible; but 14 I'm not aware of anything in Attachment 2 15 that addresses this particular situation. 16 Q What is your definition of a routine 17 network modification? 18 A. I believe that BellSouth's position and 19 definition of routine network modification 20 is modification to a BellSouth facility 21 that BellSouth would routinely perform for 22 its own customers. 23 Q. What is your understanding of the word 24 routinely? 25 A. That it would be a modification that we</p>

<p style="text-align: right;">Page 46</p> <p>1 would do in the normal course of business.</p> <p>2 Q Would it be fair to say the normal course</p> <p>3 of business would encompass a situation</p> <p>4 where a customer needed something to be</p> <p>5 done to receive BellSouth services and you</p> <p>6 did it?</p> <p>7 A I suppose it could be I can't say that</p> <p>8 in all instances that that would be</p> <p>9 considered a routine network modification,</p> <p>10 but I suppose it could be</p> <p>11 Q When would a customer request being</p> <p>12 fulfilled not be considered a routine</p> <p>13 network modification?</p> <p>14 MR. MEZA: Objection to the form.</p> <p>15 A I don't personally know of a situation or</p> <p>16 I can't think of a situation off the top</p> <p>17 of my head, but that's not part of what I</p> <p>18 do every day, so I really can't answer</p> <p>19 that.</p> <p>20 Q. Does BellSouth ever tell a customer, no,</p> <p>21 we don't do this for you?</p> <p>22 A. If the request from a customer was</p> <p>23 something that BellSouth would not</p> <p>24 normally do to its network, then, yes, we</p> <p>25 would tell a customer that</p>	<p style="text-align: right;">Page 48</p> <p>1 A. No.</p> <p>2 Q Would changing the points at which a</p> <p>3 facility connected to other pieces of the</p> <p>4 network be considered a modification?</p> <p>5 A. No</p> <p>6 Q. So only load coils and bridge tap removal</p> <p>7 is what you can think of this morning?</p> <p>8 A. That's the only thing I can think of.</p> <p>9 Changing the characteristics of a</p> <p>10 facility, which encompasses those two</p> <p>11 things, I can't think of any other thing,</p> <p>12 as I said, off the top of my head. I</p> <p>13 can't think of any other instances where</p> <p>14 we would make a modification that we would</p> <p>15 consider a routine network modification</p> <p>16 Q So when we discussed UNTW and the fact</p> <p>17 that you would repair defective UNTW, what</p> <p>18 is that activity considered, in your mind?</p> <p>19 A A repair of a defective facility</p> <p>20 Q. But you would do that if a customer</p> <p>21 requested it?</p> <p>22 A. If a customer has working service on that</p> <p>23 facility today and for some reason it</p> <p>24 becomes defective, then, yes, certainly</p> <p>25 BellSouth would repair it</p>
<p style="text-align: right;">Page 47</p> <p>1 Q And the word modification, would that</p> <p>2 include -- you tell me what kinds of</p> <p>3 activities are considered a modification.</p> <p>4 A. Removal of load coils, removal of bridge</p> <p>5 tap are two that come to my mind.</p> <p>6 Q. Does BellSouth modify any other elements</p> <p>7 within its network?</p> <p>8 A. Could you rephrase the question? I'm not</p> <p>9 sure I understand.</p> <p>10 Q. Is there any other part -- What you've</p> <p>11 just testified to is that a modification</p> <p>12 would include the removal of load coils</p> <p>13 and bridge taps You would agree that</p> <p>14 those are activities that would be</p> <p>15 performed on a loop --</p> <p>16 A. Yes</p> <p>17 Q -- is that correct?</p> <p>18 What other facilities would</p> <p>19 BellSouth modify?</p> <p>20 A. I'm not aware of any other facilities.</p> <p>21 Q. Would repairing a defective facility be</p> <p>22 considered a modification?</p> <p>23 A No</p> <p>24 Q. Would adding additional facilities be</p> <p>25 considered a modification?</p>	<p style="text-align: right;">Page 49</p> <p>1 Q. Would you say BellSouth routinely repairs</p> <p>2 its loops?</p> <p>3 MR. MEZA Object to the form.</p> <p>4 A Certainly.</p> <p>5 Q And as manager of Interconnection Services</p> <p>6 Local Operations, do you have any</p> <p>7 knowledge as to how often routine network</p> <p>8 modifications are performed on loops in a</p> <p>9 month?</p> <p>10 A. No, I do not.</p> <p>11 Q Not for any state in the BellSouth region?</p> <p>12 A. No.</p> <p>13 Q. If a routine network modification had to</p> <p>14 be performed, what would your role be in</p> <p>15 that?</p> <p>16 A. I would not have a role in that.</p> <p>17 Q. Would any of the directors that you</p> <p>18 identified this morning be involved in the</p> <p>19 routine network modification?</p> <p>20 A I don't believe so</p> <p>21 Q. Where did you derive the understanding</p> <p>22 about routine network modification that</p> <p>23 you testified to?</p> <p>24 A. From discussions with Mr Jerry Latham and</p> <p>25 Mr. Keith Miller as well as some reading</p>

<p style="text-align: right;">Page 50</p> <p>1 that -- you know, anything that I could 2 find that was related to it 3 Q All right If you could dig out Exhibit 2 4 for me, which is your testimony. Please 5 turn to page 4 And I direct your 6 attention to lines 9 to 14 7 You see there's a quote from the 8 Triennial Review Order of the FCC there. 9 Do you see that? 10 A Yes, I do 11 Q Have you read the Triennial Review Order? 12 A I have read this paragraph. 13 Q Have you read the section on UNTW? 14 A I can't say that I have or have not. I 15 may have, but I can't say positively that 16 I have, no 17 Q Do you see on page 3 of your testimony 18 that the discussion that appears on page 4 19 is in response to an issue regarding UNTW? 20 A Yes 21 (DEPOSITION EXHIBIT NO. 5 WAS MARKED ) 22 Q I'd like to show you an exhibit I'm going 23 to mark as Exhibit 5 Do you recognize 24 this document? 25 A I believe it to be portions of the TRO.</p>	<p style="text-align: right;">Page 52</p> <p>1 testimony relating to routine network 2 modifications. That was the reason for 3 using those -- the paragraphs that I did 4 refer to 5 Q Does your position set forth BellSouth's 6 general position about its obligations 7 with respect to UNTW? 8 A In respect to adding new UNTW, yes, I 9 believe it does. 10 (DEPOSITION EXHIBIT NO. 6 WAS MARKED ) 11 Q And what about -- does it correspond to 12 BellSouth's position on whether it should 13 repair UNTW? 14 A My testimony doesn't discuss repair of 15 UNTW, I don't believe 16 Q All right On your -- page 4 of your 17 testimony, I just want to clarify with you 18 line 16 and 17. First you have the 19 acronym UNTW. On line 17, you have NTW. 20 Was that an intentional difference? 21 A No, it was not intentional. As I've 22 already said, I use those terms 23 interchangeably. 24 Q But was there a reason that you left the U 25 off the second time?</p>
<p style="text-align: right;">Page 51</p> <p>1 Q And had you read this portion of the TRO 2 in connection with your testimony today? 3 A Again, I can't really say for sure that I 4 have It's possible that I have, but I 5 can't say that for sure 6 Q Is this the portion that you quote in your 7 testimony on page 4? 8 A No, it is not. 9 Q Do you know which paragraphs of the 10 Triennial Review Order correspond to or 11 discuss UNTW? 12 A No, I do not. 13 MR. MEZA: I'm sorry, Counselor, 14 are you suggesting that Exhibit 5 is the 15 UNTW portion of the TRO? 16 MS JOYCE: I'm just asking him if 17 he had seen it before. 18 MR. MEZA: Okay. 19 MS JOYCE: And if he had read it 20 in connection with his testimony. 21 Q May I ask why you did not quote any 22 paragraphs from the TRO, as we call it, 23 regarding UNTW in your testimony? 24 A The quotes that I made from the TRO were 25 in response to the Joint Petitioners'</p>	<p style="text-align: right;">Page 53</p> <p>1 A No. 2 Q Further down the page beginning at line 3 20, you testify that for BellSouth to be 4 required to extend beyond the NID or jack 5 is to require BellSouth to perform work on 6 deregulated inside wiring as part of the 7 regulated business. And is it your 8 position then that Joint Petitioners have 9 asked BellSouth to extend beyond the NID 10 with respect to NTW? 11 A I can't say for sure that that's what the 12 Joint Petitioners have asked for I think 13 it's possible that it could be construed 14 that that was part of what was being asked 15 for, and that was the reason I addressed 16 it here 17 Q And why would it be possible that it could 18 be construed? 19 A Because when you talk about extending 20 wiring and -- at least in my mind, that 21 usually means extending it beyond the 22 demarcation point. 23 Q Can you please look again at Exhibit 4? 24 A Is that this one? This is Attachment 2. 25 Q It's a two-page exhibit. It says</p>

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1 Attachment 2 on the first page  
2 A Okay  
3 Q Now I can provide you with a pen and you  
4 can write down exhibit numbers. That may  
5 help you.  
6 A Thank you.  
7 Q It's going to get unwieldy  
8 (DISCUSSION OFF THE RECORD.)  
9 Q. Can you tell me -- If you turn your  
10 attention to the provision that's relevant  
11 to UNTW that we're discussing. What about  
12 that language causes you to believe the  
13 Joint Petitioners are asking BellSouth to  
14 extend the UNTW beyond the NID?  
15 A I don't think there's anything in this  
16 proposed language that would indicate  
17 they're requesting that. Maybe I read  
18 something in between the lines that wasn't  
19 there.  
20 Q And UNTW is a facility that extends to a  
21 NID; is that correct?  
22 A Yes  
23 Q And inside wiring is something that goes  
24 beyond the NID; is that correct?  
25 A. Yes

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1 Q. Is it your position that Joint Petitioners  
2 are asking for inside wiring in the  
3 provision in the exhibit that I've just  
4 showed you?  
5 A Nothing in this exhibit refers directly to  
6 inside wiring.  
7 Q. Does anything refer indirectly?  
8 A No.  
9 Q Is it your position that BellSouth should  
10 comply with FCC rules/regulations  
11 regarding the provision of NTW to CLPs?  
12 A. Certainly.  
13 Q Do you see that that's reflected in the  
14 provision 2 16.2.3 2?  
15 MR MEZA. Object to form.  
16 A. I see that that's reflected there, yes.  
17 Q. Is there anything you find objectionable  
18 to that phrase?  
19 A. What I find objectionable to it is that  
20 it's BellSouth's position that there is no  
21 requirement from the FCC that we provide  
22 new additional UNTW, so I see no need to  
23 put that kind of language in an  
24 interconnection agreement  
25 Q. But you didn't participate in the

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1 negotiations of this arbitration  
2 agreement -- or interconnection  
3 agreement, I believe you've testified?  
4 A That's correct  
5 Q. Were you instructed by anybody as to which  
6 portions of the training order you should  
7 quote in your testimony regarding NTW?  
8 A. No  
9 Q. You made that choice on your own?  
10 A. Yes  
11 Q. Mr. Owens, what is your definition of a  
12 trunk?  
13 A. A trunk is a transmission path between two  
14 switches in our central offices  
15 Q. Whose switches?  
16 A It could be two BellSouth switches, it  
17 could be two CLP switches, it could be  
18 between a CLP switch and a BellSouth  
19 switch.  
20 Q. And what capacity -- what -- how large  
21 would that transmission path typically be  
22 between switches?  
23 A. That will vary based on whoever's  
24 responsible for that trunk loop, whether  
25 it be BellSouth or a CLP or an

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1 interconnection carrier, an IXE. It would  
2 depend on how they size that group, what  
3 they requested, the number of trunks they  
4 requested be in a group.  
5 Q. And in your position as manager of  
6 Interconnection Services, what, in your  
7 experience, is the typical size of a trunk  
8 for BellSouth's purposes?  
9 A. Again, I can't say that there is a typical  
10 size. It depends on the amount of traffic  
11 that is to be carried between those  
12 switches. It can be -- It can vary  
13 greatly from probably as few as 24 trunks  
14 up to thousands  
15 Q. All right. Right now what we're  
16 discussing is the definition of a trunk.  
17 What I'm trying to establish is how large  
18 of a trunk in your mind. Just now you  
19 said that the facility between switches  
20 could be 24 trunks. What is an individual  
21 trunk?  
22 A I'm not sure I understand your question.  
23 Q Would it be a DS-1?  
24 A No. A trunk would be considered a DS-0.  
25 Q. And that definition, as you understand it,

15 (Pages 54 to 57)

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1 is dependent on where the facility is  
2 placed. If it's between two switches,  
3 it's a trunk?  
4 A. There are trunk side terminations in any  
5 switch that is interconnected with a  
6 public network. So any facility that is  
7 connected to those trunk side terminations  
8 would be considered a trunk.  
9 Q. Could it be a DS-3 that goes between the  
10 switches?  
11 A. You would not categorize a trunk as a  
12 DS-3. There could be a DS-3 that carries  
13 trunks, but you would not characterize a  
14 DS-3 as a trunk.  
15 Q. So you would then speak of it in terms of  
16 capacity, this is a trunk and it's  
17 provisioned over a DS-3, is that fair?  
18 A. It could be -- yes, could be.  
19 Q. Could you ever have a trunk that was  
20 provisioned over a DS-1?  
21 A. Yes.  
22 Q. And over a DS-0?  
23 A. I'm not aware of any trunks that are  
24 provisioned on anything less than a DS-1.  
25 Q. What is the transmission capacity of a

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1 DS-1? How many -- Make it easy, how many  
2 telephone calls can a DS-1 --  
3 A. 24.  
4 Q. And how many telephone calls can a DS-3  
5 carry?  
6 A. I can't answer that. I don't know.  
7 Q. Would you accept, subject to check, that  
8 DS-3 is 12 DS-1s?  
9 A. Subject to check.  
10 Q. And you have no knowledge as to what the  
11 typical capacity of a BellSouth trunk  
12 would be, it varies?  
13 A. No. That's not what I said. A trunk  
14 is -- again, is a DS-0 circuit path. I  
15 mean, if you're talking an individual  
16 trunk, that's one transmission path.  
17 Q. What does -- A typical capacity between  
18 switches at BellSouth, would it be a trunk  
19 provisioned over a DS-1?  
20 A. Again, I can't say because it varies so  
21 widely. It depends on the amount of  
22 traffic that needs to be carried between  
23 those two switches.  
24 Q. All right. I think I understand what your  
25 position is then. Would an outage in a

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1 trunk degrade customer service?  
2 A. Not necessarily, no.  
3 Q. In what instances would it not?  
4 A. As long as there were other trunks  
5 available in the trunk group or overflow  
6 trunk groups, then it would not  
7 necessarily degrade service.  
8 Q. By trunk group, do you mean a group of  
9 DS-0s?  
10 A. Yes.  
11 Q. And what is an overflow trunk group?  
12 A. Trunk groups are -- trunks are normally  
13 translated so that there are overflow  
14 groups as well as the initial trunk  
15 group. So that if all trunks in a  
16 particular group were busy, that it would  
17 overflow to the next -- the next group.  
18 That's a typical arrangement. That's not  
19 to say that it's always that way, but  
20 that's a typical arrangement.  
21 Q. Is an overflow trunk group provided over  
22 facilities that are also installed between  
23 switches?  
24 A. Yes.  
25 Q. Along the same path as the --

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1 A. Not --  
2 Q. Earlier as if -- as the trunk group that  
3 would be full, would an overflow trunk  
4 group be provisioned along the same path  
5 of the set?  
6 A. Not necessarily. It could be, but it  
7 doesn't have to be.  
8 Q. Can you estimate the proportion of the  
9 times that it would be?  
10 A. No, I can't.  
11 Q. Are you involved in the installation of  
12 trunk groups?  
13 A. Not in my current job, no.  
14 Q. Have you ever been involved in the  
15 installation, planning of trunk groups?  
16 A. I've been involved in the provisioning of  
17 trunk groups and maintenance and repair of  
18 trunk groups in past jobs.  
19 Q. Past jobs at BellSouth?  
20 A. Yes.  
21 Q. And what period of time, what years were  
22 you in that capacity?  
23 A. Off and on between 1986 and 1996.  
24 Q. Is that the longest -- What was your  
25 title when you performed those tasks?

16 (Pages 58 to 61)



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1 A Well, I actually had several different  
2 titles during that time period At one  
3 point, I was electric technician, then I  
4 was a supervisor, first level manager over  
5 electric technicians, and then later  
6 became a specialist in an access carrier  
7 center that dealt with installing and  
8 maintaining trunks, and then became a  
9 manager over those groups.  
10 Q. During the course of those ten years?  
11 A Yes.  
12 Q And so you supervised the installation of  
13 trunking for BellSouth?  
14 A I supervised the installation of the  
15 centers that supported the trunks I did  
16 not supervise the employees that actually  
17 install the trunks in the central offices  
18 Q. Did you choose where the trunks were  
19 installed?  
20 A No, I did not  
21 Q. Exhibit 2 of your testimony, if you'd turn  
22 to that and look at page 5. Line 23  
23 What is an entire trunk group, in your  
24 mind?  
25 A Individual trunk members make up what is

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1 called a trunk group. Each trunk group  
2 has a designation, such as trunk group  
3 153. So the individual members that make  
4 up that trunk group altogether encompasses  
5 a trunk group.  
6 Q What facility would be an individual  
7 member of a trunk group?  
8 A Again, an individual trunk would be  
9 considered a DS-0 facility  
10 Q So a trunk group would be a collection of  
11 DS-0s.  
12 A Yes.  
13 Q An entire trunk group, do you know how  
14 many DS-0s that would comprise?  
15 A No. Again, it varies widely I mean,  
16 based on -- as I've already said, based  
17 on the amount of traffic that needs to be  
18 carried  
19 Q It could be 24 DS-0s?  
20 A Could be.  
21 Q 24 DS-0s could handle 24 simultaneous  
22 telephone calls, is that correct?  
23 A That's correct.  
24 Q If a trunk group was comprised of 24 DS-0s  
25 and the entire trunk group was out of

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1 service, how would telephone calls to  
2 those entities reach them?  
3 A If the trunking arrangement was such, as I  
4 talked about earlier, where there was an  
5 overflow trunk group, then those calls  
6 would overflow to that group and be  
7 completed. If there -- If that -- If  
8 the outage was in a final trunk group  
9 where there was no additional overflow,  
10 then if all members were out of service,  
11 there would be no calls completed.  
12 Q. A trunk group that does not have an  
13 overflow associated with it is called a  
14 final trunk group?  
15 A. That's one term, yes.  
16 Q. What's another term?  
17 A That's the only term that I know of. I  
18 mean, there certainly could be other  
19 terms, but that's the term that I know  
20 Q. Who decides when an overflow trunk group  
21 is established?  
22 A. The requester. I mean, whether it's --  
23 you know, if the trunks are between  
24 BellSouth's central offices, then  
25 certainly it would be BellSouth's decision

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1 on what overflows. If the trunks were  
2 being installed at the request of the CLP,  
3 then the CLP would make that decision as  
4 to whether they would have an overflow  
5 trunk group or not.  
6 Q. Do you have a familiarity with whether  
7 CLPs in BellSouth in its experience  
8 request overflow trunk groups?  
9 A. That is a typical arrangement, yes, with  
10 CLPs, trunks, and BellSouth  
11 Q. Are there rates for an overflow trunk  
12 group, the same as a rate for a final  
13 trunk group?  
14 A I don't know.  
15 Q On page 5, line 24, you state, the Joint  
16 Petitioners' proposal is nebulous. Can  
17 you tell me what you mean by that  
18 statement?  
19 A. The proposal that I'll -- globally should  
20 be defined as all traffic between two  
21 carriers or all traffic affecting an  
22 entire market, in my mind, is nebulous.  
23 It leaves it open to interpretation as to  
24 what an entire market is or -- I guess  
25 the -- all traffic between two carriers

17 (Pages 62 to 65)

<p style="text-align: right;">Page 66</p> <p>1 is not that nebulous, but I think the term 2 entire market could be, as I said, open to 3 interpretation 4 Q. To your knowledge, has BellSouth requested 5 from Joint Petitioners a clarification of 6 the word market in negotiations? 7 A. Not to my knowledge 8 Q If all traffic between two carriers 9 experiences an outage, could any phone 10 calls pass between those carriers? 11 A. If all traffic between two carriers 12 experienced an outage, then I suppose the 13 answer to that would be no I mean, by 14 "all traffic", that would assume that all 15 trunks and alternate trunk groups were all 16 out of service, if you're saying all 17 traffic. 18 Q Would that impact the service of one or 19 both of the carriers? 20 A It certainly would if all traffic was out 21 of service 22 Q At page 6 of your testimony, you state 23 that BellSouth should provide -- should 24 be required to provide a written root 25 cause analysis for global outages Define</p>	<p style="text-align: right;">Page 68</p> <p>1 A If those same numbers went out three or 2 more times in a 30-day period, yes 3 Q. What does it mean that BellSouth will 4 investigate? And I refer you to 5 number -- line 21 of this page, 6 investigate chronic outages. What does it 7 mean to investigate, in your words? 8 A When a trunk hits that threshold of being 9 out of service three times within a month, 10 then that triggers BellSouth to start an 11 investigation to try to determine what's 12 causing that particular trunk to go out of 13 service. 14 Q. Who would investigate? 15 A. The center that has control as -- the 16 overall control office for provisioning 17 and maintaining the trunks would 18 initialize -- or begin that 19 investigation. And actual central office 20 personnel would be involved in actual 21 testing and replacing cards or whatever 22 they determined to be the problem. 23 Q. The central office personnel that are 24 staffed at the central office where the 25 outage occurred?</p>
<p style="text-align: right;">Page 67</p> <p>1 global outage, please. 2 A BellSouth's proposed definition of global 3 outage is if an entire trunk group is out 4 of service, we would consider that a 5 global outage. 6 Q Any entire trunk group? 7 A. Yes. 8 Q. Is there a difference between a global 9 outage and a chronic trouble? 10 A. Yes. 11 Q And what is the difference? 12 A. Well, as I said, a global outage, we would 13 consider an entire trunk group being out 14 of service a global outage. A chronic 15 trouble, in BellSouth's terminology, would 16 be if an individual trunk member went -- 17 was out of service three or more times in 18 a 30-day period. 19 Q Is that the only thing you would consider 20 a chronic trouble? 21 A That's the only thing that I'm aware of we 22 would consider a chronic trouble. 23 Q. If it were half of the individual members 24 of a trunk group that had gone out, would 25 that be a chronic trouble?</p>	<p style="text-align: right;">Page 69</p> <p>1 A Yes 2 Q. Would anybody else be involved in that 3 investigation? 4 A I don't believe so. 5 Q. Would there be any recordation of the 6 investigation? 7 A. There would be -- There would be records 8 of what troubles were found and what was 9 done to correct those troubles. 10 Q. Where would those records appear? 11 A. In -- For the case of trunks, those 12 records would appear in BellSouth's system 13 called WFA, work force administration; DI, 14 dispatch in, which is the central office 15 portion of that system 16 Q WFA, is that part of BellSouth's 17 operations support systems, OSS? 18 A. No, I don't believe so. It's a 19 legacy-type system, and I don't believe 20 it's considered part of BellSouth's OSS. 21 Q. What does "legacy-type" mean? 22 A. In my mind, it's an operation -- it's a 23 system that BellSouth has in place or has 24 had in place for a number of years to 25 support its operations. It's a -- It's, I</p>

<p style="text-align: right;">Page 70</p> <p>1 guess, what you could term back office 2 system 3 Q How is that different from a BellSouth 4 ordering system in terms of is it a 5 BellSouth ordering system or a CLP LSR 6 would be housed, is that OSS in your mind? 7 A. I am not an OSS expert by any means, so 8 I'm -- I would -- I would say yes, an 9 ordering -- an ordering system, I 10 believe, is considered an OSS, but I'm 11 certainly not the OSS expert to draw the 12 lines as to what is OSS and what is not. 13 Q. Is WSA the same as TIRKS, T-I-R-K-S? 14 MR. MEZA: Object to form. 15 A. No, it's not the same. 16 Q How are they different? 17 A It's two completely separate systems. 18 Q. What is TIRKS used for? 19 A TIRKS is the system that houses 20 design-type services that -- where the 21 designs are maintained. And WFA is a work 22 force administration system that basically 23 helps BellSouth to distribute the work out 24 to its work force 25 Q. Is the WFA linked electronically to TIRKS</p>	<p style="text-align: right;">Page 72</p> <p>1 analysis. 2 Q Where would the technical support group 3 personnel be located? At headquarters? 4 A. I really can't answer that. I suppose 5 they could be, but they don't have to be. 6 I mean, they're -- it certainly is 7 possible that there's tech support groups 8 across BellSouth's region or those 9 personnel are located across BellSouth's 10 region. They wouldn't necessarily be at 11 headquarters 12 Q. Have you ever performed a root cause 13 analysis? 14 A. I have performed root cause analysis in 15 the past, probably not the kinds we're 16 talking about here because it was in the 17 days before there were CLPs. It was in 18 pre-'96 days, so I performed root cause 19 analysis on BellSouth's trunk outages. 20 Q. Why would a root cause analysis before '96 21 be different from -- 22 A. I wouldn't say that it would be 23 different. Just that it was an internal 24 report at that time that was, you know, at 25 BellSouth. You know, if there was a major</p>
<p style="text-align: right;">Page 71</p> <p>1 such that they can share information? 2 A. Some modules of them are linked 3 Q What is your understanding about what a 4 root cause analysis entails? 5 A Root cause analysis entails BellSouth 6 performing an intensive investigation into 7 an outage that has occurred. It's usually 8 performed at the request of a CLP and 9 involves, as I said, intensive 10 investigation and then a written report 11 that is provided to the CLP. 12 Q. Is a root cause analysis similar to an 13 investigation that BellSouth would conduct 14 for chronic trouble? 15 A Not in -- Not in my mind, it is not, no 16 Q Who performs a root cause analysis? 17 A It would depend on the outage and 18 whoever -- who all was involved in that 19 or involved in the repair of that outage 20 It could be the center personnel or the 21 control center over the trunks. It could 22 be part of BellSouth's technical support 23 groups. It would really depend on the 24 severity of the outages, who all would be 25 involved in performing that root cause</p>	<p style="text-align: right;">Page 73</p> <p>1 problem, then we needed to try to 2 determine what caused it, then we would 3 perform some type of root cause analysis 4 on it 5 Q. Is there anything you would do for a CLP 6 for a root cause analysis that you didn't 7 do in the root cause analysis you 8 performed? 9 A. Not that I can think of, no. 10 Q. Have you supervised the production of a 11 root cause analysis since 1996? 12 A No. 13 Q. Where did you derive your understanding 14 about what is entailed in a root cause 15 analysis? 16 A From past experience and in, again, 17 talking with Mr. Keith Miller and the 18 personnel that run the centers that 19 support a CLP trunking 20 Q Are you aware whether BellSouth has done 21 any root cause analyses for itself since 22 1996? 23 A For itself? 24 Q. For itself. 25 A. I personally have no knowledge. I don't</p>

<p style="text-align: right;">Page 74</p> <p>1 know</p> <p>2 Q Do you know who would know that answer?</p> <p>3 A No</p> <p>4 Q On page 8 of your testimony at line 18,</p> <p>5 you testify that the interval should be 10</p> <p>6 to 30 business days. Where did you arrive</p> <p>7 at that -- those figures?</p> <p>8 A. In talking with, again, the centers --</p> <p>9 personnel in the centers, that would be a</p> <p>10 part of performing that root cause</p> <p>11 analysis. It's based on their past</p> <p>12 experience of how long it normally takes</p> <p>13 to perform an effective root cause</p> <p>14 analysis</p> <p>15 Q. Do you know whether the people that you</p> <p>16 spoke with have performed root cause</p> <p>17 analyses since 1996?</p> <p>18 A I would -- I would believe that they had,</p> <p>19 yes. I mean, I can't say that I've seen</p> <p>20 them, but I would expect that if they</p> <p>21 have -- they said they had experience in</p> <p>22 doing them and this is how long it</p> <p>23 normally takes, so I guess you would --</p> <p>24 by that, you would take it that they have.</p> <p>25 Q. Did you ask them in which instances</p>	<p style="text-align: right;">Page 76</p> <p>1 BellSouth's network within a 30-day</p> <p>2 period. Would a trouble include a trunk</p> <p>3 outage?</p> <p>4 A. Yes.</p> <p>5 Q How long a period of time would the trunk</p> <p>6 have to be out to qualify as a trouble?</p> <p>7 A. Again, I suppose any amount of time that</p> <p>8 the trunk was out of service would qualify</p> <p>9 it I mean, if it was long enough for</p> <p>10 BellSouth systems to detect that it was</p> <p>11 out of service, then it would be included</p> <p>12 in that three times.</p> <p>13 Q. And if it were 90 percent of the trunks in</p> <p>14 a trunk group that were out for some</p> <p>15 period of time, would customer service be</p> <p>16 affected?</p> <p>17 A. It's possible, but not absolutely -- it</p> <p>18 would not in all cases be customer</p> <p>19 affecting It is possible that it would</p> <p>20 be customer affecting, yes.</p> <p>21 Q. In what cases would it not be customer</p> <p>22 affecting?</p> <p>23 A. If the -- If it was during a high traffic</p> <p>24 period, it could -- it's possible that it</p> <p>25 would not be customer affecting or, as we</p>
<p style="text-align: right;">Page 75</p> <p>1 they've done a root cause analysis since</p> <p>2 1996?</p> <p>3 A. No.</p> <p>4 Q. At page 7 of your testimony, you state</p> <p>5 that a written root cause analysis --</p> <p>6 CLPs have requested a root cause analysis</p> <p>7 to be provided in every case in which an</p> <p>8 individual trunk in a given trunk group is</p> <p>9 out of service three or more times in a</p> <p>10 60-day period. What is your understanding</p> <p>11 of the length of time that the trunk would</p> <p>12 be out of service?</p> <p>13 A. I'm sorry, I don't think I understand your</p> <p>14 question.</p> <p>15 Q Do you have an understanding about what</p> <p>16 the CLPs believe would be considered out</p> <p>17 of service?</p> <p>18 A. My understanding would be that any amount</p> <p>19 of time that a trunk was out of service</p> <p>20 would be included in this. I saw nothing</p> <p>21 in what I have read to indicate otherwise</p> <p>22 Q. On page 6 of your testimony, if you could</p> <p>23 turn to that, please Line 22. BellSouth</p> <p>24 defines chronic outages, according to you,</p> <p>25 as three or more troubles within</p>	<p style="text-align: right;">Page 77</p> <p>1 talked earlier, if there was no trunk</p> <p>2 group where the traffic would overflow to,</p> <p>3 an overflow group, then that would not be</p> <p>4 customer affecting</p> <p>5 Q When would a light traffic period be, in</p> <p>6 your experience?</p> <p>7 A. I believe that the scenario that I</p> <p>8 referred to in my testimony was around</p> <p>9 midnight, but, I mean, the busy hours and</p> <p>10 the nighttimes are -- vary by central</p> <p>11 office and by whether it's an urban office</p> <p>12 or a suburban office -- so, you know, it</p> <p>13 does vary, but in most cases, I would</p> <p>14 assume the lightest time would be in the</p> <p>15 middle of the night.</p> <p>16 Q. Sitting here today, can you give me your</p> <p>17 understanding of when it would be that no</p> <p>18 telephone calls were passing through a</p> <p>19 given central office?</p> <p>20 A. I'm sorry, I don't understand your</p> <p>21 question.</p> <p>22 Q. Is there a time of day you think there</p> <p>23 would never -- there would not be any</p> <p>24 telephone calls being transmitted through</p> <p>25 a central office?</p>

<p style="text-align: right;">Page 78</p> <p>1 A. Not that I can think of. It would have to 2 be a very small office in a very small 3 community in the middle of the night for 4 no calls to be going through. I mean, 5 that's a hypothetical, but there's -- in 6 most cases, there's going to be some 7 traffic going through central office at 8 just about any given time 9 Q Do you have an understanding of the outage 10 number of lines served out of central 11 office in BellSouth's region? 12 A No, I do not have that information 13 Q. The central office that's serving the area 14 in which we're sitting today in Raleigh, 15 can you estimate how many lines you think 16 are served out of that office? 17 A. I could not 18 Q. Can you tell me what kind of problems 19 would occur on a loop that would degrade 20 its performance? 21 A On a loop? 22 Q On a loop 23 A. If their connectivity was broken, I mean, 24 if it was open, if there was foreign 25 voltage on it I mean, there's any number</p>	<p style="text-align: right;">Page 80</p> <p>1 MS. JOYCE: We'll go off the 2 record. 3 (LUNCH RECESS.) 4 BY MS. JOYCE. 5 Q Mr Owens, you understand you're still 6 under oath? 7 A Yes 8 Q. Before we broke, we were discussing the 9 kinds of problems that could occur in a 10 loop that would degrade its performance, 11 and you were talking about foreign voltage 12 on a line And could you tell me what 13 other kinds of problems could occur on a 14 loop that would degrade its performance? 15 MR. MEZA: Object to the form of 16 the question. 17 A. As I said earlier, if the connectivity of 18 the loop were broken, such as to leave an 19 open situation in the loop, that would 20 certainly cause a problem with the 21 service. 22 Q By broken, you mean broken in half? 23 A. If -- Yes, if it's open somewhere where 24 there is no connectivity there 25 Q. Open means an interruption in a signal?</p>
<p style="text-align: right;">Page 79</p> <p>1 of things that can affect the performance 2 of the loop. 3 Q. Was that foreign voltage? 4 A Yes. 5 Q. What does that mean? 6 A. If -- When you're dealing with metallic 7 wire, then there is always the -- there's 8 a possibility that voltage from another 9 pair of wires could be at some point 10 connecting to that wire and causing 11 foreign voltage to be on it. I mean, it's 12 just a common trouble that you deal with 13 when you're dealing with metallic pairs 14 Q Could that scenario be termed a cross 15 wire, having wires cross? 16 A. It could be, but there are other 17 situations that would cause a cross wire 18 as well. 19 Q. The foreign voltage scenario, is that 20 considered a trouble? 21 A If it was degrading service, it would be. 22 MS JOYCE: All right I have a 23 few issues left I think it's a good 24 point to break for lunch. 25 MR. MEZA: Sure.</p>	<p style="text-align: right;">Page 81</p> <p>1 A Yes. 2 Q. If a loop were open and it was needed to 3 serve a customer, what would BellSouth do 4 to the loop? 5 A. If you were talking about a situation 6 where it's a vacant -- I guess I need to 7 ask you to clarify your question I'm not 8 sure I understand 9 Q. Well, if a loop were open, as you call it, 10 and it was a loop needed to serve a 11 customer, what, if anything, would 12 BellSouth do to make it not open? 13 A If it was a pair that was not in service 14 today that was a vacant pair, if it could 15 be repaired in order to serve a customer, 16 then it would be. 17 Q. Repaired? 18 A. Yes. 19 Q. Could it possibly be replaced? 20 A. I don't believe that BellSouth would 21 replace a broken -- a broken pair that 22 was not serving a customer. I don't 23 believe BellSouth would replace that pair 24 with a new pair unless there was a reason 25 to add additional pairs to that route.</p>

<p style="text-align: right;">Page 82</p> <p>1 Q. If it were a loop that is already in 2 service and is serving a customer and it 3 became open, BellSouth would not replace 4 that loop if a repair would not be 5 sufficient to close the loop? 6 A. If it was -- If it was already serving a 7 customer is a different scenario. If it 8 were already serving a customer, certainly 9 all efforts would be made to repair that 10 loop. As to whether we would place 11 additional wire to -- or new wire or new 12 cable, I can't answer that. I don't know. 13 Q. Do you know what factors would go into the 14 decision whether to replace the loop? 15 A. No, I do not. 16 Q. Do you know who would make that decision? 17 A. I believe it would probably be somebody in 18 BellSouth's engineering department, but I 19 don't have a name. 20 Q. If the loop was open and BellSouth needed 21 to turn up a customer on that loop, 22 customer needed to initiate service with 23 BellSouth, would the loop be repaired? 24 A. If the loop is vacant and has a trouble on 25 it and it is needed to serve service for a</p>	<p style="text-align: right;">Page 84</p> <p>1 Q. What does that stand for? 2 A. I would have to refer back to my testimony 3 to get that. Is that okay? 4 Q. Take a moment and look through it. 5 A. I believe it is in my testimony. I can't 6 remember off the top of my head. 7 (PAUSE.) 8 A. Line Maintenance Operations System. 9 Q. What page are you referring to? 10 A. Page 20, lines 23 and 24. 11 Q. This testimony is discussing an issue 12 related to changing corporate name of a 13 CLP in the BellSouth database. If you 14 would refer to page 19, on that page is 15 where the issue starts. 16 So LMOS is also used with respect 17 to reporting repairs for loops that are in 18 service? 19 A. Yes. That's just the only place I defined 20 it in my testimony, so I knew it was 21 there. 22 Q. And I guess also referring to page 20, you 23 have separately listed there loop 24 facilities administration and control 25 system, L-F-A-C-S or LFACS. Is LFACS a</p>
<p style="text-align: right;">Page 83</p> <p>1 customer, if it's repairable, then, yes, 2 BellSouth would repair it. 3 Q. By vacant you mean it's not presently in 4 service? 5 A. Yes. 6 Q. When BellSouth repairs a loop, is there a 7 recordation anywhere of what was done to 8 repair the loop? 9 A. If it is working service and a customer 10 trouble report is received on that loop, 11 then, yes, there is a record of what 12 repair work was done. 13 Q. If it's a vacant loop, is there a 14 recordation made of any repairs? 15 A. Not to my knowledge. 16 Q. For a loop that's in use that's been 17 repaired, would the recordation be put in 18 a database? 19 A. Yes, it would be put in BellSouth's repair 20 database. 21 Q. Does that have a proper name? 22 A. If it is a nondesigned type, POT type 23 service, those records are in LMOS. 24 Q. LMOS? 25 A. Yes.</p>	<p style="text-align: right;">Page 85</p> <p>1 distinct database from LMOS? 2 A. Yes, it is. 3 Q. And are they both part of what you 4 consider to be OSS? 5 A. Again, I am not an OSS expert and I'm not 6 sure where that line is drawn as to what 7 is considered OSS and what is not as far 8 as BellSouth's systems go. 9 Q. Who inputs the record of the repair job 10 into LMOS? 11 A. When the trouble report is closed out, 12 part of closing that trouble is to input a 13 cause and disposition code, and that is 14 what is recorded into LMOS. 15 Q. Who records it? 16 A. The technician who actually repaired the 17 trouble. 18 Q. Who can access records in LMOS? 19 A. BellSouth's network personnel. 20 Q. What types of job positions fall in the 21 category of network personnel? 22 A. Service technicians, electric technicians 23 who work in the central offices, 24 maintenance administrators, dispatch 25 clerks would be some of the titles that</p>

<p style="text-align: right;">Page 86</p> <p>1 would be -- access LMOS, and that's part 2 of their daily job 3 Q And would you characterize network 4 personnel as being on the retail side of 5 BellSouth, in other words, people 6 associated with the provisioning of 7 service to BellSouth end user customers? 8 A No, I would not. 9 Q How would you characterize it? 10 A I would characterize them as BellSouth 11 network personnel 12 Q Do they service end user customers of 13 BellSouth? 14 A. They service end user customers of 15 BellSouth as well as end user customers of 16 some CLPs. 17 Q Do the same technicians service both a 18 loop that's serving a CLP customer and a 19 loop that's serving a BellSouth customer? 20 A Yes 21 Q And they're all contained within the same 22 group of network personnel in your mind? 23 A. Yes 24 Q. And they can all access LMOS to look up a 25 record of a repair job?</p>	<p style="text-align: right;">Page 88</p> <p>1 by characteristics, I mean the loop 2 length, any bridge tap that is associated 3 with that loop, load coils that are 4 associated with it, the gauge of the wire, 5 and any electronics that may be part of 6 that loop, such as digital loop carrier 7 equipment 8 Q. And on what basis do you provide that 9 list? 10 MR. MEZA: Object to the form 11 A I'm sorry, I'm -- can you rephrase the 12 question? 13 Q How did you put that list together for 14 your understanding that loop information 15 is comprised of all the things you just 16 listed for me? 17 A Through discussions, I guess, with 18 BellSouth's product managers and in 19 reading anything that I could find that 20 was related to that subject. 21 Q Any other sources you can think of? 22 A. No 23 (DEPOSITION EXHIBIT NO. 7 WAS MARKED.) 24 Q. I'll show you an Exhibit I'll mark 7. 25 This document states on its front page</p>
<p style="text-align: right;">Page 87</p> <p>1 A. They access LMOS -- part of their daily 2 work. The -- I mean, that's where the 3 trouble reports for POT type services are 4 inventoried, so, you know, anyone that's 5 involved in the daily repair of BellSouth 6 services for POT services would access 7 LMOS 8 Q. Do network personnel ever assist customer 9 service representatives in their jobs? 10 A Not that I'm aware of 11 Q Do customer service representatives ever 12 access LMOS, to your knowledge? 13 A No, not to my knowledge, no 14 Q Do they ever access LFACS? 15 A Not to my knowledge 16 Q Can an account representative that 17 interfaces with a CLP on behalf of 18 BellSouth access LMOS? 19 A Not -- Not as far as I know, no. 20 Q. Can a customer representative -- strike 21 that. 22 What is your understanding of what 23 loop makeup information is? 24 A Loop makeup information defines the 25 characteristics of a particular loop. And</p>	<p style="text-align: right;">Page 89</p> <p>1 it's Attachment 6. Have you seen this 2 document before? 3 A. I have seen similar documents. I'm not 4 sure what this particular Attachment 6 is 5 associated with. 6 MR. MEZA: Yeah, if I can 7 interject. For the record, it doesn't 8 appear to be an entirety of Attachment 6, 9 or is it? 10 MS. JOYCE: This is the entirety 11 of Attachment 6. 12 MR. MEZA. Okay. So the page 13 numbers reflected on the bottom don't -- 14 are not attachment specific? 15 MS JOYCE: I don't believe so. 16 I'm not sure -- I know the duration of 17 those numbers was not from a system on 18 Kelley Drye's computers 19 MR. MEZA: Okay. 20 Q. Please look at page 19 of this exhibit or, 21 if it's easier, section 2.7.10.4. And do 22 you see that under BellSouth version it 23 says no section? 24 A. Yes, I do. 25 Q Do you have any understanding as to why</p>

<p>Page 90</p> <p>1 BellSouth has not provided a section 2 there? 3 A It's my understanding that -- that 4 BellSouth's position is that there should 5 not be a section there that would cover 6 this particular issue 7 Q And do you know why they have that 8 position? 9 A Because it's BellSouth's position that 10 that information is not -- BellSouth is 11 not obligated to provide maintenance 12 history -- performance of maintenance 13 history to a CLP in this circumstance 14 Q. On page 13 of your testimony in which 15 we've marked as Exhibit 2, if you could 16 turn to that page. At lines 22 to 23 you 17 state that LMU data includes only existing 18 date on loops rather than maintenance 19 history. What in your mind is a 20 difference between existing data on loops 21 and maintenance history? 22 A. The existing data on loops that I'm 23 referring to is what we've already talked 24 about as being loop makeup information 25 And BellSouth's position is that</p>	<p>Page 92</p> <p>1 performance of that loop. 2 Q At your time in BellSouth, have you ever 3 had cause to fix or supervise the fixing 4 or the repairing of a loop that was in 5 service that was not performing as it 6 should? 7 A. No, I have not. 8 Q. In your present position as manager, you 9 do not supervise those kinds of tasks? 10 A. No, I do not. 11 Q. So in your job, you would never have cause 12 to look up the maintenance history of a 13 loop? 14 A. No, I can't think of any reason that I 15 would 16 Q. Are there other people at BellSouth, 17 network personnel, for example, that would 18 access LMOS to find out what the 19 maintenance history of the loop is? 20 A. BellSouth's network personnel who 21 repair -- have responsibilities to repair 22 loops, if there was a situation where 23 there was a chronic problem with a loop, 24 then they possibly could look back at the 25 maintenance history of that loop in</p>
<p>Page 91</p> <p>1 maintenance history is not part of that 2 loop makeup information 3 Q. So existing data on loops is comprised 4 entirely of what you've testified to be 5 length, bridge taps, load coils, the gauge 6 of the loop, and any electronics on the 7 loop which may include DLC? 8 A. Yes 9 Q Is there any other data about a loop that 10 I did not just list? 11 A. Not -- No, not that I'm -- not that I 12 can think of 13 Q Does maintenance history, in your opinion, 14 affect the manner in which a loop will 15 perform when it carries a 16 telecommunications signal? 17 A No, it does not. 18 Q. And why not? 19 A The maintenance history has nothing to do 20 with how a loop will perform. The 21 characteristics of that loop, makeup of 22 that loop is what determines how a loop 23 will perform. Just because a loop has, 24 say, a prior maintenance history doesn't 25 mean that that will effect future</p>	<p>Page 93</p> <p>1 determining what's causing the chronic 2 problem 3 Q. On page 14 of your testimony, if you could 4 turn to that, please At lines 14 to 17, 5 you testified that BellSouth -- to 6 paraphrase -- will provide a CLP upon its 7 request with the trouble disposition at 8 the time that the trouble is closed out to 9 the CLP. 10 So does that mean that if a 11 trouble is reported on a loop and 12 BellSouth personnel in some way remedy the 13 trouble that the steps taken and the 14 nature of the trouble will be recorded and 15 given to the CLP? 16 A Well, will be given to the CLP if the CLP 17 requests it, is the nature of the trouble, 18 what BellSouth found, and what BellSouth 19 did to repair that trouble on an 20 individual trouble ticket basis. 21 Q And that will happen after the ticket is 22 closed out, under your words here? 23 A. Yeah, that would happen when the trouble 24 ticket is closed out to the CLP. 25 Q. Would this report be housed in LMOS?</p>



<p>Page 94</p> <p>1 A. If it's for POT type services, it would be 2 housed in LMOS 3 Q If it was for a DSL loop? You might want 4 to look at the record. 5 A A DS -- sorry? 6 Q. L loop. 7 A DSL loop. 8 Q. Would the record be somewhere else? 9 A. I guess I need you to clarify if you're 10 talking about DSL loop for a CLP or a 11 BellSouth retail DSL loop. 12 Q A DSL loop used by a CLP. 13 A. If it was a DSL, xDSL compatible type 14 loop, it could be in LMOS There are 15 nondesigned xDSL compatible loops that are 16 housed in LMOS There are other types of 17 xDSL loops that are designed and they are 18 not housed in LMOS, they're housed in WFA 19 that we talked about earlier 20 Q Work force administration? 21 A. Work force administration 22 Q. So if it was a DSL's retail loop serving a 23 DSL customer, where would the record of 24 the trouble disposition be housed? 25 A. That would be in LMOS, I believe.</p>	<p>Page 96</p> <p>1 the loop in that trouble ticket? 2 A No 3 Q. Page 14 of your testimony further down, 4 you state that you use maintenance history 5 information to isolate possible sources of 6 trouble. What does that mean? 7 A. As I mentioned earlier, if it's a chronic 8 trouble that BellSouth is trying to 9 resolve, that's when the past maintenance 10 history, performance history of that 11 circuit would come into play in order to 12 try to determine what's causing the 13 chronic problem and repair it. 14 Q. For that specific trouble? 15 A. For that specific trouble, yes 16 Q. And you also state that you would use that 17 information to avoid duplication efforts. 18 And what does that mean? 19 A. If BellSouth has already, for instance, 20 changed out a card in a DLC system to 21 repair an intermittent trouble, if the 22 trouble came back again, that prior 23 history would help BellSouth not to go 24 back and duplicate that effort by changing 25 out that card again if the first time it</p>
<p>Page 95</p> <p>1 Q For both design and nondesigned loops? 2 A. No. If it were a designed retail circuit, 3 it would be housed in WFA, just as a CLP 4 designed circuit would be 5 Q A nondesigned loop would be in LMOS? 6 A. That's correct 7 Q So is it fair to say that the loops -- 8 the records of troubles regarding DSL 9 loops are housed in a similar line, then a 10 designed loop is used by a CLP or by 11 BellSouth would be in WFA and nondesigned 12 loop, regardless of whether served to a 13 CLP or to a BellSouth customer, is in 14 LMOS? 15 A Yes, that's correct. 16 Q. And can network personnel access WFA? 17 A. Yes, it can. 18 Q In the report that you stated in your 19 testimony at page 14 that you would give 20 to a CLP, would that have any information 21 other than what occurred with the specific 22 trouble that was dealt with in that 23 trouble ticket? 24 A. No, it would not 25 Q. There would be no past information about</p>	<p>Page 97</p> <p>1 didn't -- you know, if the first time it 2 didn't repair the problem. 3 Q So for a trouble that occurs today, it's 4 possible BellSouth would rely on a record 5 of a trouble that occurred on the same 6 loop previously? 7 A. If it's a chronic trouble, then yes 8 Q. Chronic trouble as defined three outages 9 in 30 days as we discussed this morning? 10 A Yes, I believe that's correct. We were 11 talking about trunks then, but I think the 12 threshold is the same for other types of 13 services as well 14 Q. Where would a trouble regarding a DS-1 15 loop that is in use by a CLP be housed? 16 A. In -- The repair history of that trouble 17 would be housed in WFA. 18 Q And is that because DS-1 is a designed 19 loop? 20 A Yes, it is. 21 Q. And a loop that consisted entirely of 22 fiber, would that be also housed in WFA? 23 A. Not necessarily, no 24 Q. A loop that had DLC on it, would that be 25 housed in WFA?</p>

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1 A Not necessarily  
2 Q And the difference is whether it's  
3 designed or not?  
4 A Yes  
5 Q Are there DLC loops that are not designed?  
6 A Yes, there are  
7 Q Are there any DS-1 loops that are not  
8 designed?  
9 A No.  
10 Q On page 15 of your testimony at lines 3 to  
11 4, you state that CLPs have no legitimate  
12 need for information regarding BellSouth's  
13 internal activities. What would be a  
14 legitimate need for information?  
15 A. The only legitimate need that comes to  
16 mind is of the one we already talked  
17 about, when BellSouth is trying to repair  
18 a chronic problem, then it -- BellSouth  
19 may access that performance history and  
20 maintenance history of that circuit in  
21 order to resolve that chronic trouble  
22 Q. And only BellSouth would have that  
23 legitimate need?  
24 A Yes, because the trouble -- if the  
25 trouble is in BellSouth's network, then

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1 BellSouth is the only one that can repair  
2 it  
3 Q What if the service that was being  
4 provided to the CLP end user was degraded,  
5 would the CLP have a legitimate need to  
6 understand why the service is degraded?  
7 A. If the CLP submits a trouble report for a  
8 service that is degraded and BellSouth  
9 finds a problem in its network and repairs  
10 that problem, then BellSouth will pass  
11 that information along to the CLP when  
12 they close the trouble out to them.  
13 Q. But not before they close the trouble out  
14 to them?  
15 A We wouldn't know what the trouble was  
16 before we closed the trouble out to them.  
17 Q. If it were a chronic trouble loop, a loop  
18 that had chronic troubles on it, under the  
19 definition we've been talking about, would  
20 a CLP have any need to know what the  
21 maintenance history was of that loop?  
22 MR. MEZA: Object to the form.  
23 A No need that I can think of.  
24 Q. But BellSouth would use that information  
25 about prior trouble tickets if its

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1 customer was being served over a loop that  
2 had chronic troubles on it?  
3 A BellSouth's network personnel would use  
4 that history the same way, whether it was  
5 a retail customer or a CLP customer.  
6 Q The types of loop makeup information that  
7 you listed, bridge taps, what kind of  
8 loop -- why would someone need to know if  
9 a bridge tap was on the loop?  
10 A. There are certain specifications for  
11 different loop types, different services  
12 that BellSouth provides. Some of those  
13 services loop types require that there  
14 only be a certain amount of bridge tap on  
15 a circuit. So if the CLP were planning to  
16 serve a particular end user customer with,  
17 for example, a certain type of xDSL  
18 compatible loop, they would need to know  
19 whether the loop that that customer had  
20 met those specifications. And part of  
21 that would be to know how much bridge tap,  
22 if any, were on that loop  
23 Q So it's something you need to know for an  
24 xDSL capable loop?  
25 A That's one -- one instance that I can

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1 think of, yes.  
2 Q. And why is loop length relevant?  
3 A. Again, for the same reason, there are  
4 certain technical specifications that are  
5 laid out in technical reference documents  
6 for different loop types, and the length  
7 of the loop is one of those  
8 specifications  
9 Q. And is there any other kind of loop that  
10 it would be relevant if a bridge tap were  
11 present on the loop?  
12 A. It's possible, but I'm not aware of  
13 another type of loop.  
14 Q And load coils, why are load coils -- the  
15 presence of load coils on loop?  
16 A. For the same reasons as loop length and  
17 bridge tap. There are certain root types,  
18 circuit types that require nonloaded  
19 pairs, and so that's why it would be  
20 relevant for a CLP to know whether there  
21 was load coils on a particular facility or  
22 not.  
23 Q. What type of loop type would it be  
24 relevant to?  
25 A. Again, certain xDSL capable loops require

26 (Pages 98 to 101)

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1 nonloaded pairs. All of the -- of those  
2 kinds of specifications are laid out in  
3 technical reference documents TR 73600,  
4 which is available to the CLPs, so  
5 they -- they're aware of what the  
6 technical specifications of each of those  
7 different types of roots are. I don't  
8 have that document with me, so I can't say  
9 for sure that there's no other types of an  
10 xDSL, but there could be.

11 Q Why would loop gauge be relevant?

12 A Again, the same reasons. All that is  
13 spelled out in the TSR 73600. Certain  
14 loop types require certain thickness of  
15 wire, so that's why gauge is relevant.

16 Q Is it relevant to all types of  
17 telecommunications also?

18 A It is relevant to all types of  
19 telecommunications services, yes, for  
20 different reasons. It all has to do with  
21 the thickness of the wire and the length  
22 of the wire depending on the service type  
23 that you're trying to provide. If it's a  
24 smaller gauge wire, then the loop length  
25 requirement would be shorter for a

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1 particular type service than it would be  
2 if it was a higher gauge wire. Where if  
3 it was a thicker piece of -- pair of  
4 wires, then the loop length can be longer  
5 to provide the same service.

6 Q. Is there a particular service that this  
7 would be -- that loop length and loop  
8 gauge would be relevant to?

9 A. Again, all -- that's spelled out in TR  
10 73600, and I don't have that document with  
11 me, so I've given you the only answer I  
12 know, is that certain xDSL capable loops  
13 have those kind of requirements. There  
14 certainly may be others that are listed in  
15 that document as well.

16 Q Would a CLP have need of the loop makeup  
17 information we just discussed to provide  
18 any service other than DSL?

19 MR. MEZA: Object to the form.

20 A Again, all of those kinds of  
21 specifications are laid out in the TR  
22 73600. I don't -- I don't know that  
23 document top to bottom, so I can't quote  
24 what other types of loops might need those  
25 certain specifications.

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1 Q. Right. But for purposes of the testimony  
2 that you've written that we're discussing  
3 today where you've talked about what loop  
4 makeup information is and what it  
5 comprises, in your understanding, the  
6 types of root information that you've  
7 listed for me, would a CLP need to know  
8 those things for a DSL loop?

9 MR. MEZA: Object to the form.

10 A As I've said, for certain types of xDSL  
11 capable loops, yes.

12 Q Would a CLP need to know that information  
13 for a DLC loop, digital loop carrier?

14 MR. MEZA: Object to form.

15 A A DLC loop is not a service or a loop that  
16 BellSouth offers. BellSouth's loop types  
17 that it provides, some types can be served  
18 over DLC, some types cannot be served over  
19 DLC, so it's not -- a CLP doesn't order a  
20 DLC loop. A CLP orders a loop type that  
21 they want to provide. If one of the  
22 options of providing that loop type is a  
23 DLC loop, then BellSouth may use a DLC  
24 loop to provide that service.

25 Q. Would it be an integrated digital carrier

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1 loop, do you know?

2 A. It could be an integrated digital loop  
3 carrier or a universal digital loop  
4 carrier. There are certain services that  
5 will work over universal DLC that do not  
6 work over integrated DLC.

7 Q. Are you familiar with the FCC's rules  
8 regarding an ILEC, incumbent local  
9 exchange carrier, such as BellSouth  
10 providing UDLC CLPs to its CLP?

11 A. I am probably not familiar with the entire  
12 document that talks about that. I have  
13 some familiarity with it, but wouldn't say  
14 I'm familiar with the entire document.

15 Q Do you recall ever reading the section  
16 about UDLC loops in the Triennial Order?

17 A. Again, I probably have read pieces of it.  
18 I can't say that I've read the entire  
19 document.

20 Q. What is your understanding of what a mass  
21 migration is?

22 A. Mass migration could be a -- I guess a  
23 generic term for the mass movement of  
24 customers from one communications provider  
25 to another communications provider.

27 (Pages 102 to 105)

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1 Q Could it be a movement from one CLP to  
2 another CLP?  
3 A Yes, it could be  
4 Q Could it be a movement from one CLP to  
5 BellSouth?  
6 A It could be.  
7 Q. Under what circumstances would a mass  
8 migration be requested?  
9 A By mass migration, if we're just talking  
10 about moving a large amount of customers  
11 from one company to another, and I guess  
12 when the need arises for that and when --  
13 an acquiring carrier acquires the -- a  
14 large amount of customers from another  
15 carrier, if we're talking about carrier to  
16 carrier migrations, then that would be  
17 when they would request a mass migration.  
18 Q Would it be requested if one CLP went  
19 bankrupt?  
20 MR. MEZA Object to form  
21 A If another carrier received -- or was  
22 receiving -- acquiring a large amount of  
23 the customers of the CLP that went  
24 bankrupt, that could be considered a mass  
25 migration

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1 Q. Would a mass migration be requested if two  
2 CLPs merged?  
3 MR. MEZA: Object to form.  
4 A Again, mass migration is a generic term,  
5 so if two CLPs merged and they wanted to  
6 merge their records or move all of the  
7 customers from one CLP to the other CLP,  
8 then you could consider that -- that  
9 could be considered a mass migration.  
10 Q. Could a mass migration occur if a group of  
11 customers from one carrier for some reason  
12 all decided to move at the same time to a  
13 new carrier?  
14 A If the new carrier requests a movement of  
15 a large amount of customers, again, I  
16 guess you could call that a mass  
17 migration.  
18 Q. What are all the steps necessary to  
19 perform a mass migration in the ordering  
20 systems?  
21 A That would depend on what is being  
22 migrated and to whom as far as what steps  
23 would be required in the ordering  
24 systems.  
25 (DEPOSITION EXHIBIT NO. 8 WAS MARKED.)

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1 Q I'm going to show you a document that's  
2 been marked Exhibit 8 Look at the cover  
3 page of this exhibit. It states that it  
4 was produced to Joint Petitioners by  
5 BellSouth April 6, 2003 Have you seen  
6 this document before? Take a moment to  
7 look at it, if you need to.  
8 (DISCUSSION OFF THE RECORD.)  
9 Q. Have you seen this document before?  
10 A. Yes. It appears to be documents from  
11 BellSouth's website concerning the mergers  
12 and acquisitions process.  
13 Q If you look on the page that's been Bates  
14 numbered a thousand, 001000, it says  
15 Account Team M&A Planning Process Flow.  
16 Tell me what an account team for an M&A  
17 planning process would be?  
18 A. This is one piece of the mergers and  
19 acquisitions process that BellSouth has  
20 provided. This particular piece is the  
21 account team piece. And just as it says,  
22 there's a link from another flow that  
23 comes in here, it's step 14. The account  
24 team would perform a validation of the  
25 inventory that the CLP has provided.

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1 If that -- If the account team  
2 determined that it would be 90 percent or  
3 more accurate, then we would -- they  
4 would provide that -- the results of that  
5 to the executive review board for the  
6 merger and acquisitions. If it was less  
7 than 90 percent accurate, it would be  
8 referred back to the CLP.  
9 Q. Right. I believe my question was, who  
10 would be on the account team? What is the  
11 account team?  
12 A. The account team are -- is part of the  
13 CLECs organization that has the account  
14 representatives that the CLPs deal with.  
15 Q So the persons on the account team would  
16 all be people that had been dealing with  
17 the CLP?  
18 A. The people on the account team, that is  
19 their job, is to deal with the CLPs, yes  
20 Q. So these would be the people that the CLPs  
21 would know?  
22 A. I can't say that in every case it would be  
23 somebody that they know or have worked  
24 with before, but it would be somebody  
25 that's on the account term that serves on

28 (Pages 106 to 109)

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1 that particular CLP  
2 Q Would the account team be comprised of  
3 different people for different migrations?  
4 A The account teams -- certain CLPs -- and  
5 I don't know all the requirements or how  
6 large they have to be or what type  
7 customer they have to be, but certain CLPs  
8 that meet that criteria have account teams  
9 that are assigned to them. So they would  
10 have an assigned person or assigned  
11 persons that would deal with them Other  
12 CLPs that may be smaller may work from a  
13 pool of account team or CLEC folks that  
14 handle a multiple pool of CLPs.  
15 Q. Do you know how long this M&A planning  
16 process flow has been in place at  
17 BellSouth?  
18 A I believe it went into place in March of  
19 this year  
20 Q Have you ever been involved with a mass  
21 migration?  
22 A. No, not directly. No.  
23 Q. Do you know who is -- Was Mr. Latham  
24 involved in a mass migration?  
25 A Not that I'm aware of He could have

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1 been. Not that I know of.  
2 Q. What -- Are there any parts of the  
3 BellSouth OSS systems that would be  
4 involved in performing a mass migration?  
5 A Again, I'll have to say I'm not an OSS  
6 expert, so I don't know what all of  
7 BellSouth's systems are considered OSS  
8 The ordering systems which I know are OSS  
9 could be involved, but they would not have  
10 to be involved, I don't believe  
11 Q. To your knowledge, has BellSouth ever  
12 performed a migration of a group of CLP  
13 customers to itself?  
14 MR MEZA: Object to the form  
15 A Not to my knowledge  
16 Q Did you ask anybody whether BellSouth had  
17 performed a mass migration for itself when  
18 you wrote your testimony?  
19 A No, did not  
20 Q. Are you familiar with how BellSouth Long  
21 Distance, that entity signs up customers?  
22 MR. MEZA. Object to the form of  
23 the question  
24 A. No, I'm not familiar with how BellSouth  
25 Long Distance signs up its customers.

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1 Q. How did you derive the position that you  
2 explain in your testimony with regard to  
3 mass migrations?  
4 A. The position -- If you're referring to  
5 mergers and acquisitions questions or  
6 issues, the -- BellSouth's position was  
7 derived from the fact that we have  
8 provided a process for that to the CLECs  
9 or the CLPs and they're -- I mean, to my  
10 knowledge there's been no problem or  
11 complaints about that process that  
12 BellSouth has provided, so I see no need  
13 to modify or put additional processes in  
14 place for that function.  
15 Q. But on what grounds did you come up with  
16 your position as to what BellSouth should  
17 and should not do with respect to a mass  
18 migration?  
19 A. I'm sorry, I guess I'm having a problem  
20 understanding your question  
21 Q Right Well, I'm trying to understand  
22 where it is that you've derived the  
23 position that you're setting forth to the  
24 North Carolina Utilities Commission as to  
25 what's involved in a mass migration, why

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1 it should be performed and what BellSouth  
2 should do.  
3 A. Well, the position, as I said, that  
4 BellSouth has taken is that we have  
5 already provided a process for this and  
6 that that process is in place, it is  
7 available for the CLPs to use today.  
8 Q Did you consult with anybody when you  
9 wrote this testimony?  
10 A I consulted with members of the mergers  
11 acquisitions core team within BellSouth.  
12 Q. And who are those individuals?  
13 A. Jill -- Ms. Jill Williamson. And I  
14 believe probably Jill is the only person  
15 that I talked to that was on that team.  
16 Q Is that J-i-l-l?  
17 A J-i-l-l  
18 Q. At page 16, line 24 of your testimony,  
19 which is Exhibit 2, if you could turn to  
20 that, please. You state there at the  
21 bottom that migrations that are not  
22 associated with merger acquisition or  
23 bankruptcy will be facilitated using other  
24 existing processes. What are the other  
25 existing processes?

29 (Pages 110 to 113)

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1 A Well, BellSouth has in place processes for  
2 migrations of customers for any of the  
3 service types that we provide, whether it  
4 be a CLP to CLP migration, a BellSouth to  
5 CLP migration, or a CLP to a BellSouth  
6 migration BellSouth has processes in  
7 place for any of those migrations today  
8 and has had them  
9 Q Are those processes reflected in Exhibit  
10 8?  
11 A Well, Exhibit 8 is specifically  
12 referencing mergers and acquisitions  
13 Q Would migrations not involving a merger,  
14 acquisition, or bankruptcy be performed by  
15 an account team?  
16 A The account team could have work to do or  
17 a piece of that function. They wouldn't  
18 be -- The account team would not perform  
19 all of that work, but the account team  
20 could be involved in other types of  
21 migrations.  
22 Q Have you ever performed a migration that  
23 was not associated with a merger,  
24 acquisition, or bankruptcy?  
25 A BellSouth performed migrations every day

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1 in one form or another If you're asking  
2 me does BellSouth perform mass  
3 migrations? Does BellSouth perform other  
4 mass migrations that weren't associated  
5 with mergers, acquisitions, or  
6 bankruptcies, I'm not aware of any.  
7 Q You personally, Mr. Owens, I was asking  
8 you if you have ever performed a mass  
9 migration not associated with a merger,  
10 acquisition, or bankruptcy?  
11 A No, I have not  
12 Q Do you know whether Jill Williamson has  
13 performed a migration in circumstances  
14 other than merger, acquisition, or  
15 bankruptcy?  
16 A No, I do not know.  
17 Q Mr. Owen, do you have a -- Owens, excuse  
18 me, do you have a position as to what the  
19 North Carolina Utilities Commission's  
20 jurisdiction is in deciding issues in this  
21 case?  
22 MR. MEZA. Objection to form.  
23 A Yes, I do have a position that BellSouth  
24 believes that there is no 251 obligation  
25 to provide this type of migration, so

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1 BellSouth's position is that it should not  
2 be part of a 251 interconnection  
3 agreement.  
4 Q So, to your mind, the Commission has  
5 really no jurisdiction over the issue for  
6 which you wrote testimony?  
7 A That is correct, and I believe we stated  
8 that -- or I stated that in my testimony.  
9 Q If the -- If you turn to page 17 of your  
10 testimony. On this page, you discuss the  
11 change control process or CCP. And you  
12 state that Joint Petitioners -- at  
13 page -- lines 6 and 7 should work their  
14 request through the CCP. What do you mean  
15 by "work their request through the CCP"?  
16 A. The change control process is there and  
17 CLECs in the change control process and  
18 requests of this type and similar requests  
19 of this type are worked through the CCP  
20 group every month. So that's what I was  
21 referring to in what you just quoted  
22 there.  
23 Q Have you ever -- did -- the CCP, do they  
24 have regular meetings at which people  
25 convene in a room to discuss issues?

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1 A Yes.  
2 Q Have you ever attended one of those  
3 meetings?  
4 A. Yes.  
5 Q And do you recall which issue was being  
6 discussed at the meetings that you  
7 attended?  
8 A. The most recent issue that I was involved  
9 with where I attended a CCP meeting had to  
10 do with mass migrations of UNE-P services  
11 to UNE loop services for the same CLP or  
12 could be a different CLP.  
13 Q And, to your knowledge, was the issue  
14 discussed in those meetings ever resolved  
15 in a manner that was satisfactory to the  
16 group?  
17 A Some of the issues that were discussed  
18 were resolved to the satisfaction of the  
19 folks in the group. Some of those are  
20 still being worked today. Some of them  
21 have been closed out, as far as I know,  
22 but, yes, some were resolved to the  
23 satisfaction of the group.  
24 Q. Can you estimate for me the amount of time  
25 it took from the point at which the issue

30 (Pages 114 to 117)

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1 was raised in the group and the point at  
2 which resolution was reached?  
3 A. No, I can't, because I'm not sure when it  
4 was initially raised in the group.  
5 Q During what period of time did you attend  
6 these meetings?  
7 A. It would have been this year, probably  
8 somewhere three to four months ago, would  
9 be my best guess.  
10 Q Over the course of how many weeks did you  
11 attend?  
12 A I personally attended one regular CCP  
13 meeting. And then as a result of that  
14 meeting, we set up a follow-up meeting  
15 with the CLPs that were involved in the  
16 issues and had a -- I guess you would  
17 call them a subteam meeting subsequent to  
18 the CCP meeting, and I attended that one  
19 as well. So there was one regular CCP  
20 meeting and one subteam meeting.  
21 Q Over a period of how many weeks?  
22 A. Over a period of, if I remember correctly,  
23 two weeks.  
24 Q. And in those two weeks, was the issue  
25 resolved?

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1 A. As I stated before, some of the issues  
2 were resolved, yes.  
3 Q How many were not resolved?  
4 A. I'm not sure how many were not resolved.  
5 As I said, some of them are still being  
6 worked today. But as far as how many have  
7 not been resolved, I can't put a number on  
8 it.  
9 Q. On page 18 of your testimony, lines 14 and  
10 15, you state that rates that will apply  
11 to mass migrations must be negotiated  
12 between the parties. What would be --  
13 What would these rates be paying for, in  
14 your mind?  
15 A. The activities that are required to merge  
16 the records of two CLPs is work activities  
17 that BellSouth has to perform. So that is  
18 what would be paid for and what I'm  
19 talking about there.  
20 Q And what types of work would have to be  
21 performed?  
22 A. That will vary based on the type of  
23 services that the CLPs offer, the type of  
24 embedded basis they have that needs to be  
25 merged, and to the extent that they want

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1 to merge all of those records. It will  
2 require service orders to be issued to  
3 make those record changes within  
4 BellSouth's various systems  
5 Q. Would the amount of work have to do with  
6 the number of services that the end users  
7 are receiving, which are the end users  
8 that would be migrated to another carrier?  
9 A. The amount of work, that would be  
10 dependent on the type services that were  
11 being provided to the end users by the  
12 CLPs and certainly the amount or the  
13 volume of those services.  
14 Q. Do you know what the term total element  
15 long run incremental cost means?  
16 A. I have heard the term, and I'm not a cost  
17 expert, so -- I've certainly heard the  
18 term, TELRIC, but I'm not a cost expert.  
19 Q Have you ever discussed with anyone at  
20 BellSouth, including Jill Williamson, what  
21 would be an appropriate rate to charge for  
22 any mass migration?  
23 A No, I have not.  
24 Q. Have you ever participated in the  
25 negotiation of rates for mass migration?

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1 A. No, I have not.  
2 Q Do you know whether Jill Williamson has  
3 participated in negotiations for setting  
4 rates for a mass migration?  
5 A. No, I do not know.  
6 Q. Do you know roughly the rates that have  
7 previously been charged for a mass  
8 migration?  
9 A. No, I do not.  
10 Q And you're unaware of any mass migration  
11 that has been performed by BellSouth  
12 specifically?  
13 A. I don't think I said that earlier. What I  
14 said earlier was I was not aware of any  
15 mass migrations from a CLP back to  
16 BellSouth. I believe that was the  
17 question you asked me earlier.  
18 Q. I'll show you what I've marked as Exhibit  
19 9.  
20 (DEPOSITION EXHIBIT NO. 9 WAS MARKED.)  
21 Q. And as you can see, these are responses  
22 provided from BellSouth to the Joint  
23 Petitioners. And I draw your attention to  
24 a page marked 109 at the bottom. Each of  
25 these responses regards questions that

31 (Pages 118 to 121)

<p style="text-align: right;">Page 122</p> <p>1 Joint Petitioners propounded for issue 2 6-11, the issue that we're discussing 3 MR. MEZA: What page are you 4 looking at? 5 MS. JOYCE: They're not numbered 6 sequentially because they're drawn from 7 different parts of the responses. But if 8 you look at the page marked 109 on the 9 bottom. 10 MR. MEZA: Well, I'm going to 11 object to that. Do you have the North 12 Carolina response? 13 MS. JOYCE: On what grounds are 14 you objecting? 15 MR. MEZA: It's Alabama. 16 MS. JOYCE: Can you be more clear 17 for the record? 18 MR. MEZA: It's not North Carolina 19 specific 20 MR. HEITMANN: Jim, is your 21 response different in North Carolina? 22 MR. MEZA: I don't know. There 23 were some you asked twice and some you did 24 not, so I'm not sure 25 Q Mr Owens, did you participate in</p>	<p style="text-align: right;">Page 124</p> <p>1 A. The only one that I'm aware of that I've 2 heard anything about was in the state of 3 Florida between Empower and Florida 4 Digital Networks, I believe. 5 Q On page 16 of your testimony at lines 14 6 to 16, it's marked Exhibit 2. 7 MR. MEZA: What page? Sorry 8 MS. JOYCE: 16. 9 MR. MEZA: Okay. 10 Q. Do you have that? 11 A. Yes. 12 Q. You state that there's a process posted on 13 BellSouth's interconnection website. It's 14 a carrier notification. Can you tell me 15 what the contents of that notification 16 are? 17 A. The contents of the notification was to 18 announce the roll out of BellSouth's 19 mergers and acquisitions process. 20 Q. And what does it state? 21 A That BellSouth has rolled out a mergers 22 and acquisitions process and it is 23 available on BellSouth's website 24 Q. So does this letter describe a policy of 25 BellSouth with respect to how it would</p>
<p style="text-align: right;">Page 123</p> <p>1 formulating any responses to issue -- to 2 interrogatories or requests for production 3 of documents regarding mass migrations? 4 A. No, I don't believe I did. 5 Q. Well, I draw your attention to the bottom 6 of page 109. Actually, I'll make it even 7 easier Turn the page Have you ever 8 seen this response before? 9 A Yeah, I believe I reviewed this at some 10 point. Whether it was before it was filed 11 or after, I'm not sure, but I think I've 12 seen this document. 13 Q So you agree with the statement that 14 BellSouth has no responsive document 15 because no CLP has requested a mass 16 migration of customers? 17 A As far as I know in North Carolina, that's 18 correct. 19 Q. Well, would your answer be different in 20 any other state? 21 A I believe there has been some mass 22 migration of customers in other states 23 between -- from one CLP to another 24 Q. Do you know which CLPs were involved? 25 MR. MEZA: I object. Go ahead.</p>	<p style="text-align: right;">Page 125</p> <p>1 handle mass migrations? 2 A. The letter was simply a notification that 3 BellSouth had developed and implemented a 4 process for mergers and acquisitions. 5 Q. Let me direct your attention to Exhibit 9, 6 third page of the exhibit. And if you'll 7 read the request, it asks for documents -- 8 MR. MEZA: Hold on. Page 39? 9 Number 39? 10 MS. JOYCE: Page number 39. 11 MR. MEZA: And it's an 12 interrogatory? 13 MS. JOYCE: That's right. 14 MR. MEZA: And you're saying it 15 asks for documents? 16 MS. JOYCE: It says identify 17 documents. 18 MR. MEZA: Okay. 19 A I'm sorry, was there a question? 20 Q. This interrogatory asked BellSouth to 21 provide -- or identify, excuse me, any 22 documents, memoranda, or pleadings, 23 tariffs, policy statements, policy 24 manuals, or training materials in which 25 BellSouth discusses or adopts or refers to</p>



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1 a policy regarding whether a CLP may  
2 submit an order for a mass migration. Do  
3 you see that?

4 A Yes

5 Q Do you think that a carrier notification  
6 letter would have responded to this  
7 request?

8 A I think it appears it could be. And if I  
9 am not mistaken, there has been a  
10 supplemental response provided to this --  
11 to a production of document requests I'm  
12 not sure if there was a supplement  
13 response provided to the interrogatory or  
14 not.

15 Q And if you turn the page, this is -- turn  
16 the page again to page -- what's marked  
17 as 115 on the bottom

18 A Uh-huh.

19 Q And this is a request that asks for the  
20 provision of documents discussing or  
21 explaining or adopting a policy regarding  
22 whether a CLEC may submit an order for a  
23 mass migration

24 To your knowledge, was that  
25 carrier application letter produced in

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1 response to this request?

2 A. Not to my knowledge, because I didn't  
3 provide the document for this request.

4 Q. Do you know when the supplemental response  
5 that you just discussed would have been  
6 provided to Joint Petitioners?

7 A. I believe it was going to be faxed on this  
8 past Friday to the Joint Petitioners'  
9 attorneys And I assume it was filed the  
10 same day, but that was not handled by me  
11 I'm just -- was aware that that was  
12 happening, so I can't say for sure

13 Q Do you know which of the Joint  
14 Petitioners' attorneys?

15 A No, I do not

16 Q If this carrier application letter isn't  
17 included in a production that Joint  
18 Petitioners' attorney received, would you  
19 be willing to provide us with that  
20 notification letter?

21 MR. MEZA We will be happy to  
22 provide you with a copy of the letter  
23 It's not included in the website link that  
24 we gave you I think we faxed it to you  
25 last time

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1 MS JOYCE Well, for the record,  
2 we did receive a supplemental response to  
3 a different request for production --

4 MR. MEZA: Okay.

5 MS. JOYCE: -- that was received  
6 in this office yesterday. That's all that  
7 I'm aware of

8 MR. MEZA. Okay. We will be happy  
9 to provide you with the copy of the  
10 carrier application letter or at least the  
11 website link that will allow you to access  
12 it yourself.

13 MS. JOYCE: And just for the  
14 record, the witness has identified the  
15 letter as SN, as in Sam and in Nancy,  
16 91083998 dated March 10th, 2004, in his  
17 testimony.

18 (DEPOSITION EXHIBIT NO. 10 WAS MARKED.)

19 Q. Mr. Owens, I'm going to hand you a  
20 document that's marked as Exhibit 10.  
21 Have you seen this document before?

22 A Yes, I believe I have seen this document.

23 Q. This is a response that BellSouth has  
24 provided Joint Petitioners for  
25 interrogatories and requests for

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1 production related to issue 7-2. And I  
2 ask that you turn to the exhibit to a page  
3 that's marked 45 on the bottom.

4 A. Okay.

5 Q And the request here is, identify the  
6 method, procedures, systems, and databases  
7 that BellSouth uses in order to perform a  
8 records change made to reflect a change in  
9 corporate name or other LEC identifiers.

10 And you've -- do you see there's  
11 a list of items that were provided? Did  
12 you assist in compiling this list?

13 A. No, I did not.

14 Q Do you recognize anything on this list?

15 A. I recognize most of the systems that are  
16 listed on here, yes

17 Q. Which ones do you recognize?

18 A. It would probably be easier for me to tell  
19 you which ones I don't recognize, if  
20 that's okay.

21 Q. Certainly.

22 A. CBO Table, I don't recognize. Corporate  
23 Facilities Database, I do not recognize.  
24 Programmable Rules Engine, PRE, I do not  
25 recognize. ServiceGate Gateway, SGG, I do

33 (Pages 126 to 129)

<p>Page 130</p> <p>1 not recognize And I believe the rest of 2 them, I do recognize. 3 Q All right The first system listed is 4 A-T-L-A-S, ATLAS 5 A Yes. 6 Q Do you know where that -- is that system 7 part of what you considered to be OSS? 8 A. Again, I cannot answer that type of 9 question because I'm not an OSS expert and 10 I don't know which systems are considered 11 OSS and which are not. 12 Q On page 20 of your testimony, Exhibit 2, 13 we discussed this earlier with respect to 14 a different issue Lines 21 to 24, you 15 list several systems that, according to 16 you, have something to do with creating a 17 corporate name change. Do you see that? 18 A Yes, I do 19 Q. Does it surprise you that your list is so 20 much shorter than the list provided to 21 Joint Petitioners? 22 A No, it does not. I listed the ones that 23 came to my mind, and that's the reason I 24 put et cetera, because I knew there were 25 certainly other systems that would be</p>	<p>Page 132</p> <p>1 information from another BellSouth 2 employee? 3 A. Yes. 4 Q. Is it possible that the account team 5 handling the mass migration would provide 6 that information? 7 A. Again, the accounts team and the LCSC 8 would be part of that chain. Whether it 9 comes directly from the account team to 10 the LCSC, I can't answer without going 11 back and looking at the flows of how that 12 works. But they both would be involved 13 with the mass migration associated with a 14 merger acquisition. 15 Q For the several items systems that are 16 listed on the response before you to 17 interrogatory 7-2(B)-1, does a different 18 BellSouth employee operate each of these 19 distinct databases? 20 A. I would not characterize it as a BellSouth 21 employee operating these databases These 22 are databases that house information 23 related to CLEC customers -- or not just 24 CLEC, CLP customers but BellSouth retail 25 customers as well. So there are inputs to</p>
<p>Page 131</p> <p>1 involved. 2 Q Do you know who would be doing the data 3 input in these systems to create a 4 corporate name change? 5 A. It would be employees associated with the 6 LCSC, the local carrier service center. 7 Q Are those persons that interfaced with a 8 CLP? 9 A. They are the persons that receive LSRs 10 from the CLPs 11 Q And would they be provided with the 12 relevant corporate name change information 13 by the CLP? 14 A. They may be -- may or may not be directly 15 provided the information relevant to the 16 corporate name change by a CLP It could 17 come through other channels, such as the 18 account team project managers. If they 19 utilize the mergers and acquisitions 20 process, there is a detail process there 21 about how they initiate those types of 22 changes and who they initiate them with 23 Q Is it possible that these customer service 24 representatives, LCSC personnel, would 25 receive the corporate name change</p>	<p>Page 133</p> <p>1 each of these systems. Some of them are 2 linked, some of them may not be linked, 3 but there are inputs that have to be made 4 to make changes in any of these systems 5 Q. If an LCSC employee were to create a name 6 change on behalf of a CLP, do you know 7 which of these systems that information 8 would be put into? 9 A. If the LCSC received a request of that 10 type, the information could be entered 11 into SOCS, service order communication 12 system, would be one of the systems that 13 the service reps could have direct access 14 to to initiate a service order to make 15 those type changes. 16 Q. Is SOCS linked to any other database on 17 this list? 18 A. Several of the systems on this list are 19 lined with SOCS, yes 20 Q. Do you know which ones? 21 A BOCABS, CABS, CPG, DSAP, FACS, GAC/ACNA 22 Table, HAL, LAUTO. 23 Q Is that L-A-U-T-O? 24 A L-A-U-T-O, LNP Automation. The ordering 25 systems EDI, LENS, LEO, LESOG, LFACS,</p>

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1 LMOS. Most of these -- Most of the  
2 systems on here are either directly or  
3 indirectly relate -- connected to --  
4 linked to SOCS. There may be a handful  
5 that are not, but most of the systems on  
6 here are either directly or indirectly  
7 linked to SOCS.  
8 Q When you say directly or indirectly  
9 linked, would it be fair to say they --  
10 they obtain information from SOCS?  
11 A. Some of them obtain information from SOCS,  
12 some of them provide information to SOCS  
13 Q Also on page 20 of your testimony, the top  
14 of the page, lines 3 to 4. You state that  
15 BellSouth is permitted to recover its  
16 costs. Which costs do you include here?  
17 A. The costs associated with the changes that  
18 BellSouth has to make in its systems to  
19 update its records for a merger of this  
20 type.  
21 Q And from what do you derive your  
22 understanding that BellSouth has the right  
23 to recover these costs?  
24 A I guess I derive that just from common  
25 sense that if BellSouth has to perform

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1 work to make changes that are requested by  
2 a CLP, that BellSouth should have the  
3 right to recover the costs associated with  
4 that.  
5 Q And is your position the same with respect  
6 to work that's performed on a loop, that  
7 BellSouth is entitled to recover its cost?  
8 A. If BellSouth is performing that work at  
9 the request of a carrier, yes  
10 Q Other than common sense, is there any  
11 source that you're relying on or that you  
12 referred to when you assert that BellSouth  
13 is permitted to recover its costs?  
14 A. I mean, I believe that that is supported  
15 by probably various tariffs and orders  
16 from other commissions and -- as well as  
17 the FCC, that BellSouth doesn't have an  
18 obligation to perform this type work free  
19 of charge  
20 Q. Would it be in any statute?  
21 A I suppose it could be, but I can't cite  
22 one.  
23 Q. Do you have any concept of how big an  
24 amount of costs would be associated with  
25 putting in a corporate name change?

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1 MR MEZA: Object to the form.  
2 A It would vary based on the extent of the  
3 work that has to be performed, the volume  
4 of customers that -- or customer records  
5 that are being merged, the types of  
6 records that are being merged. It would  
7 be dependent on those factors.  
8 Q Would the costs include the labor costs to  
9 BellSouth to pay its LCSC personnel?  
10 A. It should.  
11 Q Would the costs include general fee for  
12 database maintenance, for example, the  
13 databases listed in this response to  
14 Interrogatory 7-2(B)-1?  
15 A. Again, I am not a cost witness, so I can't  
16 say what all would be entailed and the  
17 cost associated with it. I just know that  
18 BellSouth should be entitled to recover  
19 those costs, whatever they are.  
20 Q. Do you think that the charges that should  
21 be imposed for a corporate name change  
22 should be in a tariff?  
23 A. Again, not being a cost witness, I can't  
24 answer that question. I don't know if  
25 that type cost should be covered in a

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1 tariff or not. I can't answer that  
2 Q Have you ever discussed with LCSC  
3 personnel how much time it takes them to  
4 input a corporate name change into SOCS?  
5 A. No, I have not.  
6 Q Do you have an understanding as to how  
7 long that takes?  
8 A. No, I do not.  
9 Q. Did you participate in compiling the  
10 documents that would have been responsive  
11 to the requests that are in the exhibit  
12 that I have given to you; for example, the  
13 page marked 122?  
14 A. Is that Exhibit 10?  
15 Q Of Exhibit 10.  
16 MR MEZA: I don't have one.  
17 MS. JOYCE: Yeah, you do. It's in  
18 here.  
19 A No, I was not involved in providing this  
20 response.  
21 Q. Have you ever reviewed BellSouth cost data  
22 in connection with your job?  
23 A. I have looked at some cost studies in  
24 connection with my job.  
25 (DEPOSITION EXHIBIT NO. 11 WAS MARKED.)

35 (Pages 134 to 137)

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1 Q. I'm handing you what's been marked as  
2 Exhibit 11. Do you recognize this  
3 document?  
4 MR. MEZA: Before you begin, this  
5 is -- appears to be portions of our cost  
6 study, is that right?  
7 MS. JOYCE: I believe so.  
8 MR. MEZA: As such, it's  
9 proprietary and we need to mark this  
10 exhibit and whatever testimony you elicit  
11 as confidential and not to be distributed  
12 to the public.  
13 MS. JOYCE: Certainly.  
14 MR. MEZA: Madam Court Reporter, I  
15 don't know how you want to handle that,  
16 but there would be a public version of the  
17 transcript and a confidential transcript.  
18 Thank you.  
19 Q. I believe I have a question pending, if  
20 you had reviewed cost study information in  
21 your job, and you said?  
22 A. I said I had looked at some cost study  
23 information in my job, yes.  
24 Q. Have you looked at the cost study  
25 information reflected on this document in

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1 front of you?  
2 A. No, I have not.  
3 Q. Can you explain to me -- there is a column  
4 that is listed direct cost, and there's a  
5 dollar amount there. Do you know what  
6 that refers to?  
7 A. No, I do not. Again, I am not a cost  
8 expert, so I'm not familiar with this  
9 document.  
10 Q. So it's fair to say you can't tell me what  
11 this document is saying with respect to  
12 the costs of transfer of ownership records  
13 change in North Carolina?  
14 A. No, nothing other than the obvious of what  
15 it reads, but I could not add any more to  
16 that.  
17 Q. Do you believe there are people --  
18 personnel at BellSouth that could  
19 interpret that document?  
20 A. Yes, I'm sure there are people at  
21 BellSouth that could interpret the  
22 document.  
23 Q. And do you happen to know who they would  
24 be?  
25 A. No, I do not.

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1 Q. Mr. Owens, if an issue is resolved through  
2 the change control process, would the  
3 Commission, in your opinion, have the  
4 jurisdiction to review what the outcome  
5 was?  
6 A. I'm not sure I'm qualified to say whether  
7 the Commission should be able to review  
8 the outcome of a particular CCP issue.  
9 Certainly if it's something that the  
10 Commission has issued previous orders on  
11 or something to that nature, I'm sure they  
12 certainly could, but I can't -- I think  
13 that would be more of a legal question,  
14 and I can't really answer that.  
15 Q. You testified that the Commission would  
16 not have jurisdiction over an issue that  
17 would be outside the parameters of Section  
18 251?  
19 A. For purposes of an interconnection  
20 agreement, yes.  
21 Q. For any other purposes?  
22 A. Again, I think that calls for a legal  
23 conclusion that I can't make.  
24 Q. Is it a legal conclusion that the  
25 Commission has jurisdiction over items

Page 141

1 that are contained within Section 251?  
2 A. I think there is language in FCC documents  
3 that state what requirements -- what 251  
4 requirements that the state commissioners  
5 have authority over.  
6 Q. All right. At pages 19 to 20 of your  
7 testimony, Exhibit 2, beginning at line 25  
8 of page 19, you say that this issue  
9 regards a request by CLPs that is not  
10 encompassed within BellSouth's obligation  
11 pursuant to Section 251.  
12 A. Yes.  
13 Q. Is that not a legal conclusion?  
14 A. Again, I believe that from the FCC  
15 documents that I reviewed, there is no  
16 obligation on BellSouth's part to perform  
17 this work as part of a 251 interconnection  
18 agreement.  
19 Q. Then would the North Carolina Utilities  
20 Commission have jurisdiction over this  
21 issue, in your opinion?  
22 A. In my opinion -- and, again, I'm not an  
23 attorney, but, in my opinion, if it's --  
24 they would not have jurisdiction over it  
25 as part of a 251 interconnection

36 (Pages 138 to 141)

<p style="text-align: right;">Page 142</p> <p>1 agreement.</p> <p>2 MS JOYCE: All right We can</p> <p>3 take a short break and go off the record.</p> <p>4 (RECESS.)</p> <p>5 BY MS JOYCE</p> <p>6 Q. We're back on the record. Mr. Owens, I'm</p> <p>7 showing you an exhibit. It's magical</p> <p>8 Exhibit 6 It's reappeared and we're</p> <p>9 using it as 6. And cover page indicates</p> <p>10 that this is a portion out of the training</p> <p>11 review order. And draw your attention to</p> <p>12 paragraphs 351 to 55 And I'd just ask</p> <p>13 you, did you review these paragraphs when</p> <p>14 you wrote your testimony regarding inside</p> <p>15 wire in this case?</p> <p>16 (PAUSE.)</p> <p>17 A I am not sure if I reviewed this in</p> <p>18 preparing my testimony or not. I have</p> <p>19 seen or read parts of this before. I'm</p> <p>20 not sure if I've read the entire section</p> <p>21 or not</p> <p>22 Q And why did you not reference or cite or</p> <p>23 quote from these paragraphs in this</p> <p>24 exhibit when you wrote your testimony for</p> <p>25 the issue regarding unbundled network</p>	<p style="text-align: right;">Page 144</p> <p>1 if I am a nonlawyer, it was upon the</p> <p>2 direction of a lawyer And to answer your</p> <p>3 question or to rephrase your statement, I</p> <p>4 am not suggesting by the objection that</p> <p>5 there was any -- ever such instruction,</p> <p>6 but it's still not a permissible question</p> <p>7 MS. JOYCE: It is a permissible</p> <p>8 question to the extent if he knows that it</p> <p>9 came from someone who is not a lawyer.</p> <p>10 MR. MEZA. It's not -- That's my</p> <p>11 right to instruct him not to answer, and</p> <p>12 that's what I'm telling him to do.</p> <p>13 MS. JOYCE: It's your right.</p> <p>14 MR. MEZA: Sure.</p> <p>15 MS. JOYCE: I just wanted to</p> <p>16 understand the grounds of what you're</p> <p>17 asserting</p> <p>18 MR. MEZA: Sure.</p> <p>19 MS. JOYCE: So any direction given</p> <p>20 from one person to another with regard to</p> <p>21 the testimony filed in this case, do you</p> <p>22 believe, Mr. Meza, is in some way an</p> <p>23 attorney-client privilege communication?</p> <p>24 MR. MEZA: Is a work product</p> <p>25 privilege. It's all in anticipation of</p>
<p style="text-align: right;">Page 143</p> <p>1 terminating wire?</p> <p>2 A Again, I believe as I answered earlier,</p> <p>3 the cites that I made to the TRO were</p> <p>4 specifically addressing the Joint</p> <p>5 Petitioners' comments about routine</p> <p>6 network modifications, and those were the</p> <p>7 cites that I used.</p> <p>8 Q. Without revealing the communications</p> <p>9 between you and any lawyer for BellSouth,</p> <p>10 were you instructed not to cite to these</p> <p>11 paragraphs in your testimony?</p> <p>12 MR. MEZA: I object to the form of</p> <p>13 the question, and also I am instructing</p> <p>14 you not to answer it on the grounds it</p> <p>15 would potentially disclose attorney-client</p> <p>16 communications or as protected by the work</p> <p>17 product doctrine</p> <p>18 Q Is there any information that you have</p> <p>19 which was not given to you by a lawyer as</p> <p>20 to why you should not, if this was the</p> <p>21 case, cite these paragraphs in your</p> <p>22 testimony?</p> <p>23 MR. MEZA: First of all, that</p> <p>24 still solicits work product information</p> <p>25 To the extent that you're asking me, even</p>	<p style="text-align: right;">Page 145</p> <p>1 litigation. It's still under the</p> <p>2 direction of lawyers and the legal</p> <p>3 department of BellSouth.</p> <p>4 BY MS. JOYCE:</p> <p>5 Q. Who directed you to write this testimony,</p> <p>6 Mr. Owens?</p> <p>7 A. Who directed me to write my testimony?</p> <p>8 Q. Yes.</p> <p>9 A. I believe I answered that earlier. It's</p> <p>10 Mr. Keith Miller or Mr. Ken Ainsworth.</p> <p>11 Q. And you stated that beyond Mr. Miller and</p> <p>12 Mr. Ainsworth, you don't know what the</p> <p>13 distribution was of your testimony after</p> <p>14 you wrote this?</p> <p>15 A. I didn't say I didn't know what the</p> <p>16 distribution was, that there was a long</p> <p>17 list of people that were -- that it was</p> <p>18 sent to for review. There was certainly</p> <p>19 others besides Mr. Miller, Mr. Ainsworth.</p> <p>20 Mr. Meza and other attorneys were on that</p> <p>21 list as well.</p> <p>22 MS. JOYCE. I have nothing</p> <p>23 further. Thank you.</p> <p>24 MR. MEZA: Thank you.</p> <p>25 MR. HEITMANN. Thank you. Can we</p>

Page 146		Page 148	
1	go off the record?	1	SIGNATURE
2	MR. MEZA: Wait. I have my chance	2	I, Eddie L. Owens, do hereby state under
3	to talk We have no questions for	3	oath that I have read the above and
4	redirect.	4	foregoing deposition in its entirety and
5	(THE DEPOSITION CONCLUDED AT 3 55 P.M.)	5	that the same is a full, true and correct
6		6	transcript of my testimony
7		7	Signature is subject to corrections on
8		8	attached errata sheet, if any
9		9	
10		10	Eddie L. Owens
11		11	State of
12		12	County of
13		13	
14		14	Sworn to and subscribed before me this
15		15	day of , 20
16		16	
17		17	Notary Public
18		18	My commission expires
19		19	
20		20	
21		21	
22		22	
23		23	
24		24	
25		25	

  

Page 147		Page 149	
1	ERRATA SHEET	1	CERTIFICATE
2		2	State of North Carolina
3	Case name: In the Matter of	3	County of Harnett
4		4	I Nicole Ball Fleming, a notary public in
5	Joint Petition NewSouth	5	and for the State of North Carolina, do
6	Communications for	6	hereby certify that there came before me
7	Arbitration with BellSouth	7	on the 28th day of June, 2004, the person
8		8	hereinbefore named, who was by me duly
9	Deponent. Eddie L. Owens	9	sworn to testify to the truth and nothing
10		10	but the truth of his knowledge concerning
11	Date:	11	the matters in controversy in this cause;
12		12	that the witness was thereupon examined
13	PAGE LINE READS SHOULD READ	13	under oath, the examination reduced to
14	/ / /	14	typewriting by myself, and the deposition
15	/ / /	15	is a true and accurate transcription of
16	/ / /	16	the testimony given by the witness
17	/ / /	17	I further certify that I am not counsel
18	/ / /	18	for nor in the employment of any of the
19	/ / /	19	parties to this action, that I am not
20	/ / /	20	related by blood or marriage to any of the
21	/ / /	21	parties, nor am I interested, either
22	/ / /	22	directly or indirectly, in the results of
23	/ / /	23	this action
24	/ / /	24	In witness whereof, I have hereto set my
25	/ / /	25	hand and affixed my official notarial
			seal, this the 8th day of July, 2004
			Nicole Ball Fleming
			Notary Public
			My commission expires 4/30/05

EDDY OWENS

BEFORE THE  
NORTH CAROLINA UTILITIES COMMISSION

Docket No. P-772, Sub 8

Docket No. P-913, Sub 5

Docket No. P-989, Sub 3

Docket No. P-824, Sub 6

Docket No P-1202, Sub 4

In the Matter of

Joint Petition NewSouth Communications  
Corp., et al. for Arbitration with  
BellSouth Telecommunications, Inc.

;  
TELEPHONIC DEPOSITION OF EDDIE L. OWENS

Friday, December 10th, 2004

10:30 a.m. to 12:45 p.m.

675 West Peachtree Street

Atlanta, Georgia 30375

Reported By:

Maria K. McCune, RPR

Esquire Deposition Services

Atlanta Office Job#416079

404-872-7890

ESQUIRE DEPOSITION SERVICES  
(404) 872-7890

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# EDDY OWENS

Page 2		Page 4	
1	BEFORE THE	1	INDEX TO EXAMINATIONS
2	NORTH CAROLINA UTILITIES COMMISSION	2	WITNESS PAGE NO
3	Docket No P-772 Sub 8	3	
4	Docket No P-913 Sub 5	4	EDDIE L OWENS.
5	Docket No P-989 Sub 3	5	Examination by Ms Joyce 5
6	Docket No P-824 Sub 6	6	No Examination by Mr Culpepper -
7	Docket No P-1202 Sub 4	7	
8		8	
9	In the Matter of	9	
10		10	INDEX TO EXHIBITS
11	Joint Petition NewSouth Communications	11	
12	Corp et al for Arbitration with	12	EXHIBIT NO PAGE NO
13	BellSouth Telecommunications, Inc	13	
14		14	Plaintiff's Exhibit Number 1
15		15	Notice of Deposition 5
16	TELEPHONIC DEPOSITION OF EDDIE L OWENS	16	Plaintiff's Exhibit Number 2
17		17	Supplement to Direct Testimony 8
18		18	Plaintiff's Exhibit Number 3
19		19	Rebuttal Testimony 12
20	Taken on behalf of the Joint Petitioners	20	Plaintiff's Exhibit Number 4.
21	December 10th, 2004, 10:30 a.m. at the offices	21	Carrier Notification Letter 30
22	of BellSouth, 675 West Peachtree Street,	22	
23	Atlanta, Georgia, 30375, before Maria K	23	
24	McCune Registered Professional Reporter	24	
25		25	
Page 3		Page 5	
1	APPEARANCES OF COUNSEL	1	EDDIE L OWENS
2		2	having been first duly sworn, was deposed and
3	On behalf of the Joint Petitioners	3	testified as follows
4	(By Telephone) STEPHANIE A JOYCE, ESQ	4	EXAMINATION
5	Kelley Drye & Warren, LLP	5	BY MS JOYCE
6	1200 19th Street, NW	6	Q Good morning Mr Owens
7	Suite 500	7	A Good morning
8	Washington D C 20036	8	Q Please state your full name and business
9	202-955-9600 (Telephone)	9	address for the record
10	202-955-9792 (Facsimile)	10	A It's Eddie L Owens It's 675 West
11	sjoyce@kelleydrye.com	11	Peachtree Street, Atlanta, Georgia 30375 I
12		12	believe
13	On behalf of BellSouth	13	Q Are you the same Eddie Owens that gave
14	ROBERT A CULPEPPER, ESQ	14	deposition testimony in June of this year in this
15	BellSouth Legal Department	15	arbitration?
16	675 West Peachtree Street, NE	16	A I am
17	Suite 4300	17	MS JOYCE Madam Court Reporter, you
18	Atlanta, Georgia 30375-0001	18	should have a file folder with the Number 1
19	404-335-0841 (Telephone)	19	written on the front, do you have that?
20	404-614-4054 (Facsimile)	20	THE REPORTER Yes, I do
21	robert.culpepper@bellsouth.com	21	MS JOYCE Can you hand one copy to --
22		22	mark that as one and hand it to the witness and
23		23	hand a copy to --
24		24	(Whereupon the reporter marked
25		25	Plaintiff's Exhibit Number P-1 for

2 (Pages 2 to 5)

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# EDDY OWENS

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1 identification )  
 2 MS JOYCE Before I begin my examination,  
 3 I want to state for the record that I am  
 4 conducting this deposition telephonically  
 5 I am in Washington D C and the witness  
 6 and Mr Robert Culpepper, his counsel, are in  
 7 Atlanta with the court reporter  
 8 Mr Culpepper can you tell me everyone  
 9 that is in the room in which you're sitting?  
 10 MR CULPEPPER The court reporter Miss  
 11 McCune, Mr Owens, and myself are the only  
 12 people here in Atlanta  
 13 MS JOYCE Is the door closed?  
 14 MR CULPEPPER Yes  
 15 MS JOYCE I represent that I am here  
 16 with John Hightman We're both were from  
 17 Kelley Drye We represent the petitioners, and  
 18 the door is closed to the conference room where  
 19 we are  
 20 I would also like to say that because we  
 21 don't have the benefit of being in the same  
 22 room I think that both sides should agree to  
 23 not put the conference bridge on moot unless we  
 24 are off the record Can we agree to that?  
 25 MR CULPEPPER Sure

Page 7

1 Q (By Ms Joyce) Okay Mr Owens, have you  
 2 seen the document that's been labeled Exhibit 1?  
 3 A Yes I have  
 4 Q Can you tell me what it is?  
 5 A It's a Notice of Deposition  
 6 Q Mr Owens, do you understand that you have  
 7 been designated by BellSouth as the person most  
 8 knowledgeable on issues for which you've provided  
 9 testimony in this arbitration?  
 10 A Yes, I do  
 11 Q Do you understand that your testimony  
 12 today will bind BellSouth?  
 13 A I'm sorry, would you repeat that?  
 14 Q Do you understand that the deposition  
 15 testimony you give today will bind BellSouth?  
 16 A Yes  
 17 Q Let me briefly review the rules of the  
 18 deposition Mr Owens Do you understand that  
 19 you're under oath?  
 20 A Yes, I do  
 21 Q And do you understand that the testimony  
 22 you give here is admissible in any State Commission  
 23 in this arbitration, as if you were present?  
 24 A Yes  
 25 MS JOYCE Madam Court Reporter, can you

1 please pick up the file folder from -- could  
 2 you please mark that as Exhibit 2, hand it to  
 3 the witness? Please Give Mr Culpepper a copy  
 4 THE REPORTER Okay  
 5 (Whereupon the reporter marked  
 6 Plaintiff's Exhibit Number P-2 for  
 7 identification )  
 8 Q (By Ms Joyce) Do you have the document,  
 9 Mr Owens?  
 10 A Yes I do  
 11 Q Do you recognize this document?  
 12 A Yes  
 13 Q Can you tell me what it is, please?  
 14 A It is the Supplemental to Direct Testimony  
 15 that I filed on November 12th in North Carolina  
 16 Q And why did you write this testimony, Mr  
 17 Owens?  
 18 MR CULPEPPER Object to the form of the  
 19 question  
 20 A (By Mr Owens) I chose to write the  
 21 testimony because, as you said I had been  
 22 designated as a witness by BellSouth as a witness in  
 23 this case  
 24 Q Did you consult with anybody as you wrote  
 25 this testimony?

Page 9

1 A Yes  
 2 Q Can you tell me the persons with whom you  
 3 consulted?  
 4 A I consulted with the subject matter  
 5 experts over the M&A process, and I consulted with  
 6 the attorneys  
 7 Q By M&A are you referring to Mergers and  
 8 Acquisitions?  
 9 A Yes, I am  
 10 Q And with which persons in the M&A group  
 11 did you consult?  
 12 A I have spoken either over the phone or by  
 13 electronic mail to Jimmy Patrick Amanda Butler  
 14 Terry Douglas, and have been on conference calls  
 15 with their team and those are the names that I can  
 16 recollect at this time  
 17 Q These are all employees of BellSouth?  
 18 A Yes they are  
 19 Q Do they work in a particular group at  
 20 BellSouth?  
 21 A They work in different organizations  
 22 within BellSouth  
 23 Q In which organization does Mr Patrick  
 24 work?  
 25 A I am not sure that I know exactly which

3 (Pages 6 to 9)

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# EDDY OWENS

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1 organization Mr. Patrick is in. I believe he is  
2 associated with the Product Management Team at  
3 BellSouth, either that or the CLEC account team, one  
4 or the other.  
5 Q And in which BellSouth group does Miss  
6 Butler work?  
7 A She is part of the CLEC Care Team that has  
8 responsibility for Mergers and Acquisitions.  
9 Q And in which BellSouth group does Mr.  
10 Douglas work?  
11 A It's actually Ms. Douglas. She works in  
12 the same group as Miss Butler. She works for Miss  
13 Butler.  
14 Q Does anyone at BellSouth review your  
15 testimony before it was given to be submitted to the  
16 Commission?  
17 A Yes, they did.  
18 Q Did you receive edits from anybody?  
19 A I am sure that I did. I can't think  
20 specifically of what those edits may have been, but  
21 I'm sure I did receive edits from someone. I can't  
22 say if it's on this particular piece of testimony or  
23 not, either.  
24 Q Did Mr. Kenny Hainsworth review this  
25 testimony?

Page 11

1 A No, I don't believe he did.  
2 Q I understand Mr. Hainsworth is the person  
3 you direct report -- report directly to at  
4 BellSouth?  
5 A That's true.  
6 Q Did Mr. Mark Butterworth review this  
7 testimony?  
8 A No, not to my knowledge.  
9 Q Can you identify any of the persons that  
10 reviewed your testimony?  
11 A Mr. Keith Milner reviewed it, the  
12 attorneys reviewed it, and there's probably a list  
13 of folks, some of the others I have already  
14 mentioned, Miss Butler, that the testimony was  
15 distributed to before it was filed.  
16 Q Do you know whether any persons made  
17 electronic edits to your testimony?  
18 A Not -- I can't say that with surety. It's  
19 possible that they did, but I can't say, you know,  
20 positively that they did.  
21 But the final edit, the final version of  
22 testimony certainly was put out at my  
23 responsibility under my responsibility and with my  
24 full approval.  
25 Q Did Mr. Patrick write any portions of your

1 testimony?  
2 A No, he did not.  
3 Q Did Miss Butler write any portions?  
4 A No, she did not.  
5 Q Did Mr. Douglas write any portions of your  
6 testimony?  
7 A No.  
8 MS JOYCE: Madam Court Reporter, do you  
9 have a file folder in front of you that has a  
10 large three on it?  
11 THE REPORTER: Yes, I do.  
12 MS JOYCE: Can you please mark that as  
13 Exhibit 3 and hand it to the witness and give  
14 Mr. Culpepper a copy?  
15 (Whereupon, the reporter marked  
16 Plaintiff's Exhibit Number P-3 for  
17 identification.)  
18 Q (By Ms. Joyce) Mr. Owens, do you have the  
19 document?  
20 A Yes, I do.  
21 Q Do you recognize this document?  
22 A Yes, I do.  
23 Q Can you tell me what it is?  
24 A It's rebuttal testimony that was filed  
25 with the Tennessee Regulatory Authority on November

Page 13

1 19th  
2 Q Is it your testimony in this arbitration?  
3 A Yes, it is.  
4 Q Did you consult with the same persons  
5 writing this testimony as you did for your November  
6 12th testimony?  
7 A Yes.  
8 Q Did Mr. Milner review this testimony?  
9 A Yes, he did.  
10 Q Did you receive any edits from anyone on  
11 this testimony before it was filed?  
12 A Again, I can say that that's a  
13 possibility. I can't say for sure that I did on  
14 this particular piece of testimony. I do receive  
15 edits on testimony from time to time, but I can't  
16 say for sure it was on this piece.  
17 Q Did anyone make electronic edits to this  
18 testimony?  
19 A Again, I have to say that's a possibility,  
20 but I can't say for sure.  
21 Q Did Mr. Patrick write any portions of this  
22 testimony?  
23 A No, he did not.  
24 Q Did Miss Butler write any portions?  
25 A No.

4 (Pages 10 to 13)

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EDDY OWENS

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1 Q Did Miss Douglas write any portions?  
2 A No  
3 Q I'd like to discuss with you your  
4 testimony for Issue 6-11 in this arbitration  
5 A Okay  
6 Q Mr Owens, what is your understanding of  
7 what a merger is?  
8 MR CULPEPPER Object to the form of the  
9 question  
10 A (By Mr Owens) My understanding of what a  
11 merger is is when two separate entities two  
12 separate companies decide that they want to merge  
13 either through a joint merger or an acquisition by  
14 one of the companies acquiring in whole or in part  
15 the other company  
16 Q What is your understanding of what is an  
17 acquisition is?  
18 MR CULPEPPER Object to the form of the  
19 question  
20 A (By Mr Owens) My understanding of what  
21 an acquisition is as I just stated, when one  
22 company acquires part or the entirety of another  
23 company  
24 Q And your understanding a merger is the  
25 same thing as an acquisition?

Page 15

1 MR CULPEPPER Object to the form of the  
2 question  
3 A (By Mr Owens) Not necessarily  
4 Q Could a company acquire the assets of  
5 another company without effecting a merger, to your  
6 knowledge?  
7 A A company could acquire the assets of  
8 another company with -- I guess without effecting a  
9 merger That would depend on the companies involved  
10 and what their intent was  
11 Q I draw your attention to Page 3 of Exhibit  
12 3, which is your November 19th testimony Do you  
13 have that?  
14 A Yes I do  
15 Q At Line 21 to 23 it states "However, as  
16 stated above, BellSouth does allow the submission of  
17 spread sheets as part of the process " Do you see  
18 that?  
19 A Yes, I do  
20 Q To which part of the process does this  
21 sentence refer?  
22 A It refers to the part of the merger and  
23 acquisitions process where a CLEC would submit a  
24 list of circuits that would be involved in a merger  
25 or that the CLEC would be requesting that those

1 circuits be merged with their company, and the  
2 circuits would be listed on that spread sheet  
3 Q In your statement, what is a circuit?  
4 A A circuit is -- can be an unbundled loop  
5 that a CLEC would have, and I guess it could be a  
6 circuit or telephone number, if we're talking about  
7 POTS-type service, with simple resale or UDP  
8 Q Could it be anything else?  
9 A Those are the things that I'm aware of  
10 that can be listed on that spread sheet  
11 Q Does a CLEC a competing local exchange  
12 carrier, create that spread sheet?  
13 A Yes, they can  
14 Q Can BellSouth create that spread sheet?  
15 A I believe part of the process allows for  
16 BellSouth to create that spread sheet at the request  
17 of the CLEC I believe that is part of the process  
18 Q Which group or groups at BellSouth would  
19 receive the spread sheet?  
20 A The group within BellSouth, the spread  
21 sheet would be sent to the Mergers and Acquisitions  
22 Chairperson within BellSouth  
23 Q Who today is the Mergers and Acquisitions  
24 Chairperson?  
25 A Miss Amanda Butler is one of them I

Page 17

1 believe there may be another but the name escapes  
2 me at the moment Miss Butler is one of them  
3 Q What duties does the chairperson fulfill?  
4 A The chairperson and her organization would  
5 be the parties responsible for, as I said receiving  
6 the request from the CLEC and negotiating the terms  
7 of that request and understanding exactly what the  
8 CLEC was requesting  
9 Q Would the chairperson work with anyone at  
10 BellSouth to evaluate the spread sheet?  
11 MR CULPEPPER Object to the form of the  
12 question  
13 A (By Mr Owens) Yes I'm sure that the  
14 chairperson would work with other people folks  
15 within her organization to validate the spread  
16 sheet  
17 Q What does it mean to validate the spread  
18 sheet?  
19 A To review the spread sheet to be sure  
20 that it is complete and accurate and that the  
21 information that is needed to perform a merger and  
22 acquisition within BellSouth is all provided on the  
23 spread sheet  
24 Q Who decides the manner in which the CLEC's  
25 request as reflected on this spread sheet will be

5 (Pages 14 to 17)

1 implemented?

2 A I'm sorry I'm not sure I understand your  
3 question

4 Q As I understand it the chairperson, with  
5 other members of their group, will validate the  
6 spread sheet and engage in discussions as to this  
7 implementation, do I have that right?

8 A Yes you do

9 Q Who makes the decision as to how that  
10 spread sheet is implemented?

11 A Well the -- I'm still not sure I  
12 understand what you're asking but I'll try to  
13 answer it this way I mean the process is laid out  
14 as far as how that spread sheet would be handled or  
15 how the entire merger and acquisition would be  
16 handled

17 There is a process in place It begins  
18 with a merger and acquisitions chairperson and from  
19 there flows into other organizations and systems  
20 within BellSouth

21 Q Which other organizations at BellSouth?

22 A The BellSouth Customer Care Project  
23 Management Group the Local Carrier Service Center,  
24 the LCSC From there, the orders are issued From  
25 there, they flow into different organizations within

1 BellSouth that are responsible for correcting and  
2 updating the records Some of those organizations  
3 would be the Assignment Facility Inventory Group,  
4 the AFIG the Circuit Provisioning Group, the CPG  
5 and into the Provisioning Center such as the  
6 Customer Wholesale Connection Network Center, the  
7 CWIN Center

8 Q Does the Mergers and Acquisitions  
9 Chairperson provide instructions to the Customer  
10 Care Group as to how the spread sheet should be  
11 implemented?

12 A Well, again, each organization has the  
13 process laid out for how a merger is implemented  
14 within BellSouth, so each organization has a set of  
15 work instructions that they use to perform this  
16 work

17 Q Who lays out that process?

18 A Well, the process was laid out initially  
19 by the Mergers and Acquisitions Team, which is made  
20 up of SMEs and representatives from each of the  
21 organizations that are involved

22 Q By SMES you mean SME Subject Matter --  
23 SME, Subject Matter Expert?

24 A That's correct

25 Q Which other organizations could those SMEs

1 come from?

2 A I believe the organizations that I just  
3 mentioned would have been -- all would have been  
4 represented in developing the M&A process

5 Q So a SME from the Customer Care Group is  
6 involved in laying out the process?

7 A Yes

8 Q And a SME from the LCSC is involved in  
9 laying out the process?

10 A Yes that's correct

11 Q Is a SME from the AFIG Group involved in  
12 laying out the process?

13 A Yes

14 Q And is a SME from the CPG Group involved  
15 in that process?

16 A Yes

17 Q Is a SME from the CWIN that's C-W-I-N  
18 Group participate in that process?

19 A Yes

20 Q Do all these persons convene at meetings  
21 at BellSouth?

22 A Yes they do

23 Q Are those meetings convened after the  
24 Mergers and Acquisitions Chairperson receives the  
25 spread sheet?

1 A I believe part of the process is that when  
2 the Mergers and Acquisitions Chairperson receives a  
3 spread sheet, that they will call a meeting of the  
4 different organizations together

5 That is part of the process but the  
6 meetings that I was referring to were actually  
7 meetings that took place when the processes were  
8 being developed

9 Q Do you mean the generic processes by which  
10 BellSouth would deal with Mergers and Acquisitions?

11 A Yes

12 Q You do not mean the process of  
13 implementing a specific spread sheet?

14 A As I said, I believe the Mergers and  
15 Acquisitions Chairperson does call a meeting of the  
16 parties involved or the organizations involved when  
17 they receive a request for Merger and Acquisition  
18 so I believe there are meetings held there, as well

19 Q Did you attend any of the meetings at  
20 which the generic process was developed?

21 A No I did not

22 Q Have you attended any meetings that were  
23 convened for the purpose of implementing a specific  
24 spread sheet?

25 A No I have not

1 Q Are you considered a SME at BellSouth?  
 2 A I guess, to some extent, I would be  
 3 considered a SME, yes  
 4 Q And over which subject matters would you  
 5 be considered a SME?  
 6 A My primary responsibilities are in the  
 7 area of the local operations which includes the  
 8 CWINS Organization and the LCSC Organization  
 9 Q Is the LCSC Organization part of -- strike  
 10 that If I use the term BellSouth Wholesale  
 11 Division, would you understand what I mean by that?  
 12 A I would understand -- I mean I understand  
 13 my -- I know what my understanding of BellSouth  
 14 Wholesale Organization is yes I would assume it  
 15 would be the same as yours  
 16 Q Would you understand that it would be an  
 17 organization that deals not with individual  
 18 customers using BellSouth services but with other  
 19 carriers?  
 20 A Yes, I do  
 21 Q Does the LCSC deal with CLEC carriers?  
 22 A Yes, they do  
 23 Q And does CWIN deal with CLEC carriers?  
 24 A Yes they do  
 25 Q In any of your responsibilities in your

1 position do you deal with BellSouth entities that  
 2 serve its retail customers?  
 3 A No I do not  
 4 Q I draw your attention sir to Exhibit 3,  
 5 which is your November 19th testimony on Page 4  
 6 A Okay  
 7 Q And beginning at Line 15 on that page you  
 8 say "The transfer of all of the services that  
 9 terminates co-fee location spaces whether services  
 10 or unbundled network elements would need to be  
 11 coordinated with the co-location space " Do you see  
 12 that?  
 13 A Yes I do  
 14 Q To what do you refer the phrase, the  
 15 transfer of all of the services?  
 16 A The transfer of the circuits or telephone  
 17 numbers that the CLEC has requested be transferred  
 18 Q Are these the CLEC services in this  
 19 phrase?  
 20 A Yes  
 21 Q And what did you mean by the phrase would  
 22 need to be coordinated with the transfer of the  
 23 co-location space?  
 24 A Well, in this example, we're talking about  
 25 a CLEC that has or CLECs that have co-location space

1 that would have need for number porting  
 2 So when we would merge the records of two  
 3 different CLECs that had two different co-location  
 4 spaces then along with changing the records for  
 5 those services, those UNE loops or telephone number,  
 6 we would also have the need to change the  
 7 co-location records, as well  
 8 Q What do you mean by the term number  
 9 porting?  
 10 A The term number porting is number  
 11 portability and that is when a telephone number is  
 12 ported from its existing switch for a carrier to a  
 13 switch for a different carrier  
 14 Q And what did you mean when you said change  
 15 the co-location records as well?  
 16 A Part of the M&A process involves where  
 17 CLECs facility-based CLECs that have co-locations,  
 18 part of the process involves changing those  
 19 co-location records to reflect the name of the new  
 20 CLEC and the different codes of the new CLEC such as  
 21 ACNON, OCN, and those codes that identify a CLEC  
 22 that are identified with that co-location space  
 23 Q Farther down the page on Page 4 you state,  
 24 beginning at Line 18, "To ensure that service could  
 25 be maintained at the various databases and systems

1 involved in the provisioning and maintenance of  
 2 these circuits, and co-location spaces would all  
 3 reflect the new owner " Do you see that?  
 4 A Yes I do  
 5 Q What did you mean by the phrase, reflect  
 6 the new owner?  
 7 A That the various records and databases  
 8 would reflect the name and the codes of the  
 9 acquiring CLEC  
 10 Q Which databases are you referring to?  
 11 A Within BellSouth there are various  
 12 databases that have to be updated, and I believe we  
 13 discussed those in my deposition in June  
 14 Q TIRKS, T-I-R-K-S, one of those databases?  
 15 A Yes, it is  
 16 Q Is LFACS, L-F-A-C-S, one of those  
 17 databases?  
 18 A Yes it is  
 19 Q Did BellSouth create these databases?  
 20 MR CULPEPPER I'm going to object to the  
 21 line of questioning to the extent the questions  
 22 are repetitive questions that the deponent  
 23 received in his June deposition  
 24 MS JOYCE Which questions do you believe  
 25 are repetitive?

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1 MR CULPEPPER The ones you're asking now  
2 that the deponent's just said you asked me the  
3 same thing about the databases in June

4 Q (By Ms Joyce) Mr Owens, I also draw  
5 your attention to Lines 2 to four on this page where  
6 its states "Failure to coordinate this effort would  
7 result in orders not being able to be provisioned  
8 due to incorrect information residing in one or more  
9 systems " Do you see that?

10 A Yes I do

11 Q And what did you mean when you said would  
12 result in orders not being able to be provisioned?

13 A If all of the records that are associated  
14 with a CLEC service are not updated correctly then  
15 you're going to have a mismatch when a CLEC tries to  
16 place an order

17 If we did not update the co-location  
18 records for CLEC's CFA assignment, then when we  
19 received an order that the CLEC tried to use the CFA  
20 that they would normally use for their co-location,  
21 but the acquiring or the acquired co-location space  
22 or co-location records have not been updated then  
23 there would be a mismatch in the records, and the  
24 order could not be provisioned correctly

25 Q What is a CFA?

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1 A Connecting Facility Assignment, and that  
2 is a CLEC basically a CLEC capable

3 Q A loop?

4 A Well, it is where we terminate a BellSouth  
5 loop in order for that loop to be connected to a  
6 CLEC's switch

7 Q And whose orders would not be able to be  
8 provisioned?

9 A The CLEC that was placing the order

10 Q At Page 5 of Exhibit 3 of your testimony  
11 you state at Lines 1 to two, "New South has had  
12 discussions with BellSouth's Mergers and  
13 Acquisitions Team regarding the merger of New South  
14 and Nuvox, N-u-v-o-x " Do you see that?

15 A Yes, I do

16 Q Did you participate in those discussions?

17 A No I did not

18 Q Do you know who did participate?

19 A I know that Miss Terry Douglas  
20 participated in those discussions

21 Q At Lines 2 to four you state, "And they  
22 are fully aware that this type of merger is more  
23 than just bulk number reporting " Do you see that?

24 A Yes, I do

25 Q Who is the they in this sentence?

1 A NewSouth and I guess and/or Nuvox the  
2 representatives of those CLECs that had discussions  
3 with Miss Douglas

4 Q How do you know that they are aware that  
5 this type of merger is just more than bulk number  
6 reporting?

7 A Because Miss Douglas has explained to them  
8 the process that is required in order for BellSouth  
9 to be able to complete a mergers and acquisitions  
10 request

11 Q At Lines 9 to 10, you state that,  
12 "New South and Nuvox have chosen instead to delay any  
13 actual merger " Do you see that?

14 A Yes I do

15 Q What is the basis for this statement?

16 A The basis for this statement is that that  
17 is the indication that the representatives from  
18 NewSouth and Nuvox gave Miss Douglas

19 Q Did Miss Douglas tell you that?

20 A Yes she did

21 Q Did Miss Douglas tell you whether these  
22 carriers explained why they made that choice?

23 A No she did not

24 Q Do you know whether the carriers told Miss  
25 Douglas why they made that choice?

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1 A No I don't

2 Q I draw your attention farther down the  
3 page on Page 5 beginning at Line 14 You state  
4 "BellSouth has worked for more than a year to  
5 develop a process that will permit all of the  
6 various services that a carrier purchases to be  
7 transferred in an orderly manner " I'll truncate  
8 those sentences there Do you see that?

9 A Yes I do

10 Q When did BellSouth begin working on this  
11 process?

12 A I do not know the exact date when  
13 BellSouth began working on the mergers and  
14 acquisitions process

15 Q Do you know roughly when they began?

16 A I believe that they began sometime during  
17 2003, but I cannot -- I cannot get any closer than  
18 that

19 Q Do you know whether BellSouth has  
20 completed developing the process?

21 A The process has been rolled out, and I  
22 believe that was done subject to check I think  
23 that was done back in March of 2004 when the process  
24 was rolled out and made available to the CLECs

25 MS JOYCE Madam Court Reporter, do you

8 (Pages 26 to 29)

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1 have a File Folder 4? Could you please mark  
2 one of those pages Exhibit Number 4 and hand it  
3 to --  
4 (Whereupon, the reporter marked  
5 Plaintiff's Exhibit Number P-4 for  
6 identification )  
7 Q (By Ms Joyce) Mr Owens do you have  
8 that in front of you?  
9 A Yes I do  
10 Q Do you recognize this document?  
11 A Yes I do  
12 Q Can you tell me what it is?  
13 A It is the Carrier Notification Letter that  
14 was sent out in March of 2004 announcing to the  
15 carriers that BellSouth had developed and made  
16 available a mergers and acquisitions process  
17 Q And is this something to which you  
18 referred when you said that BellSouth has rolled out  
19 the process?  
20 A That is correct  
21 Q To whom did this letter get sent?  
22 A It gets sent to all of the interconnection  
23 services customers, which includes all of the CLEC  
24 customers  
25 Q Are there any interconnection services

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1 customers that are CLECs?  
2 MR CULPEPPER Object to the form of the  
3 question  
4 A (By Mr Owens) I believe that access  
5 carriers would be interconnection service customers,  
6 and they may have received it as well I'm not --  
7 I don't know exactly who all it gets sent to, but I  
8 know that it gets sent to the CLECs or made  
9 available to the CLECs  
10 Q What is an access carrier in that  
11 statement?  
12 A An IXE, Interexchange Carrier, such as  
13 long-distance carrier  
14 Q Could it be any other kind of company?  
15 A Not to my knowledge Certainly could be,  
16 but not to my knowledge Those are the ones that  
17 I'm aware of  
18 Q Do you know by what means this letter was  
19 sent to the recipient?  
20 A No, I do not I don't know if it's sent  
21 individually to each one and also posted on  
22 BellSouth's carrier notification website I know  
23 that it's posted to the carrier notification  
24 website Other than that, I can't say by what means  
25 it gets sent to the CLECs

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1 Q Do you know what the Change Control  
2 Process is?  
3 A Yes I do  
4 Q Was the process that has been developed in  
5 this and outlined in Exhibit 4 created with any --  
6 created within the Change Control Process or CCP?  
7 MR CULPEPPER I'll object to the form of  
8 the question  
9 A (By Mr Owens) Not to my knowledge it  
10 was not  
11 Q Mr Owens, how could a CLEC estimate the  
12 time it will take for its circuit city transfers in  
13 connection with a merger or acquisition process?  
14 MR CULPEPPER Object to the form of the  
15 question  
16 A (By Mr Owens) A CLEC can estimate based  
17 on the discussions and negotiations that it had --  
18 CLEC would have with BellSouth's Mergers and  
19 Acquisitions Team through the Mergers and  
20 Acquisitions Chairperson  
21 Q Prior to conducting such discussions with  
22 BellSouth personnel how could a CLEC estimate the  
23 time it will take to transfer their circuits in  
24 connection with a merger or acquisition?  
25 A I'm not sure that they could estimate

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1 before they approached BellSouth with the request  
2 Q I draw your attention again to Exhibit 3  
3 and this is your November 19th testimony at Page 5  
4 Do you have that?  
5 A Yes I do  
6 Q And at beginning, at Line 15 it states  
7 "Will permit all the various services that a  
8 customer purchases to be transferred in orderly  
9 manner " Do you see that?  
10 A Yes, I do  
11 Q What is an orderly manner?  
12 A An orderly manner would be that the  
13 process that BellSouth has provided for the CLECs to  
14 accomplish a merger and acquisition within  
15 BellSouth, that this process was followed and that  
16 all of the forms that -- and spread sheets that are  
17 necessary were complete and accurate  
18 And that when that happens then BellSouth  
19 is able to accomplish that merger and acquisition  
20 and ensure that all of the records within BellSouth  
21 are updated to reflect the new information  
22 Q Is whether a process is orderly a function  
23 of the amount of time taken to complete it?  
24 A It certainly can be  
25 Q Would you expect that if a lot of time

9 (Pages 30 to 33)

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1 were taken to complete it, it would be orderly?  
 2 MR CULPEPPER Object to the form of the  
 3 question  
 4 A (By Mr Owens) I'm not -- I don't think I  
 5 would have that expectation in all cases. It's  
 6 going to depend on the size of the project that's  
 7 involved as to where I'd say it would take a long  
 8 time in order for it to be done in an orderly  
 9 manner.  
 10 Q So the time that would need to be taken in  
 11 order to make it orderly can vary?  
 12 A Yes.  
 13 Q Also on Page 5, beginning at Line 17, it  
 14 states "Time frames that the parties will  
 15 negotiate based on the prioritization that carrier's  
 16 needs dictate." Do you see that?  
 17 A Yes, I do.  
 18 Q And by carrier, do you mean a CLEC?  
 19 A Yes.  
 20 Q And which carriers need --  
 21 A I'm sorry?  
 22 Q Which carrier's needs will dictate the  
 23 priority?  
 24 A The requesting carrier. The requesting  
 25 carrier's needs would dictate the prioritization.

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1 Q Which of those needs, can you be specific?  
 2 MR CULPEPPER Object to the form of the  
 3 question.  
 4 A (By Mr Owens) If the CLEC has certain  
 5 records that they would need to get merged sooner  
 6 than others, than the CLEC has that opportunity as  
 7 part of the process to prioritize that.  
 8 Q Who decides the prioritization in that  
 9 event?  
 10 A It would be done in negotiations with the  
 11 CLEC.  
 12 Q Negotiations between the CLEC and  
 13 BellSouth?  
 14 A That's correct.  
 15 Q So in your estimation, the parties would  
 16 together define the prioritization?  
 17 A Yes, that's correct.  
 18 Q Page 5, Line 21, you use the phrase,  
 19 "Ensure a seamless transfer." Do you see that?  
 20 A Yes, I do.  
 21 Q What do you mean by seamless transfer?  
 22 A That the records are merged without any  
 23 affect to the CLECs and users.  
 24 Q What could be an effect to the CLECs and  
 25 users in a mergers and acquisitions process?

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1 A If the CLEC chose instead of using  
 2 BellSouth's merger and acquisition process, if the  
 3 CLEC chose just to issue disconnect and reconnect  
 4 orders from the CLEC to another, then there could be  
 5 an effect on the end users. BellSouth's M&A process  
 6 avoids that, and that's why I can say that it would  
 7 be a seamless transfer.  
 8 Q What kind of effect would be on the CLECs  
 9 and users outside of the process?  
 10 MR CULPEPPER Object to the form of the  
 11 question.  
 12 A (By Mr Owens) As I said, if the CLEC  
 13 chose to just issue a disconnect from the old CLEC  
 14 and reconnect to the new CLEC, then there would be  
 15 physical work that would take place on those  
 16 circuits, and the CLEC's end user would be affected  
 17 by being out of service for some period of time,  
 18 probably a very short time, but it would have an  
 19 effect on the CLECs and user.  
 20 Q Are disconnects and reconnects part of  
 21 transferring circuits?  
 22 MR CULPEPPER Object to the form of the  
 23 question.  
 24 A (By Mr Owens) Not through the mergers  
 25 and acquisitions process, they are not.

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1 Q And why not?  
 2 A Because part of the process ensures that  
 3 the orders are issued to correct records only, and  
 4 that there is no physical work that takes place on  
 5 those circuits.  
 6 Q Is there any work performed on those  
 7 circuits? You said no physical work. Is there any  
 8 kind of work?  
 9 A Well, there is work, as we've discussed  
 10 before. In all of the various systems and  
 11 organizations that have to correct their records,  
 12 there is work. There is no physical work on the  
 13 actual circuits themselves.  
 14 Q Is it fair to say the circuits are  
 15 transferred electronically in that event?  
 16 MR CULPEPPER Object to the form of the  
 17 question.  
 18 A (By Mr Owens) I guess you could term it  
 19 electronically, the records are all changed. The  
 20 various records and database records BellSouth  
 21 utilizes all have to be changed, and those changes  
 22 are made electronically.  
 23 For some part, there is some amount of  
 24 work that may fall out that has to be manually  
 25 handled within the various organizations within.

10 (Pages 34 to 37)



1 BellSouth. so I can't say that everything is done  
2 electronically  
3 Q At Page 6 of Exhibit 3, your November 19th  
4 testimony, beginning at Line 12, it states "This  
5 negotiation of rates and intervals is included in  
6 the transfer agreement " Do you see that?  
7 A Yes, I do  
8 Q What is the transfer agreement?  
9 A The transfer agreement is part of the M&A  
10 process  
11 Q Is it a written document?  
12 A Yes, I believe it is  
13 Q Does it contain -- what is in this  
14 document?  
15 MR CULPEPPER The transfer agreement?  
16 MS JOYCE Yes  
17 MR CULPEPPER Thanks  
18 A (By Mr Owens) I don't have -- I don't  
19 have one of those documents in front of me I can't  
20 say what all is within that document  
21 Q What does the document regard?  
22 A To my knowledge, it regards the conditions  
23 under which the transfer will take place as part of  
24 the negotiations between the requesting CLEC and  
25 BellSouth. All of that is put into the transfer

1 MR CULPEPPER Object to the form of the  
2 question  
3 A (By Mr Owens) I am not -- I don't know  
4 exactly what the State Commission has to approve  
5 when two carriers merge I just know that I have  
6 read that that is in at least some of the  
7 BellSouth states it is required that the Commission  
8 must approve a merger It may be a requirement in  
9 all the states, but I'm not familiar with that  
10 particular requirement  
11 Q Do you know what a UNE a U-N-E. is Mr  
12 Owens?  
13 A Yes I do  
14 Q And is it Unbundled Network Element?  
15 A Yes  
16 Q Does BellSouth provide UNEs to CLECs?  
17 A Yes, we do  
18 Q Does it provide UNEs to CLECs at cost-base  
19 rate?  
20 MR CULPEPPER Object to the form of the  
21 question  
22 A (By Mr Owens) That is my understanding  
23 Q Are these rates published anywhere?  
24 A The UNE rates I'm sure are published I  
25 know they are part of the interconnection agreements

1 agreement  
2 Q Is the agreement between BellSouth and the  
3 CLEC?  
4 A Yes, that's correct  
5 Q Is there any other party that consents --  
6 is part of the agreement?  
7 MR CULPEPPER Object to the form of the  
8 question  
9 A (By Mr Owens) Not to my knowledge Part  
10 -- I believe part of the process is that the -- at  
11 least in some states there has to be some approval  
12 by the State Commissions, but I'm -- I can't say for  
13 sure that's part of the transfer agreement itself  
14 It is part of the process to ensure that's done  
15 Q You go on in Line 12 to say that "The  
16 agreement that is part of the mergers and  
17 acquisitions process that I mentioned previously "  
18 Do you see that?  
19 A Yes  
20 Q So by previously you're referring to your  
21 previous testimony for this Issue 6-11?  
22 A Yes  
23 Q What, in your understanding, would be  
24 approved by a State Commission in connection with a  
25 mergers and acquisitions process?

1 with the CLECs  
2 Q So they can be contained within the CLECs  
3 agreement?  
4 A Yes  
5 Q Do you know what special access is?  
6 A Yes  
7 Q Would you agree it's an alternative to  
8 UNEs?  
9 MR CULPEPPER Object to the form of the  
10 question  
11 A (By Mr Owens) I would agree that some  
12 special access circuits could be alternatives to  
13 some UNEs yes  
14 Q And to which UNEs?  
15 MR CULPEPPER Again, object to the form  
16 of the question  
17 A (By Mr Owens) Certain UNEs, such as  
18 transport UNEs special access circuits could be  
19 alternatives to transport UNEs  
20 Q Do you know whether the rates for special  
21 access are published anywhere?  
22 A I believe they are published in the  
23 various tariffs or, I guess most of those would be  
24 in the FCC tariffs  
25 Q Does BellSouth charge rates to CLECs for

1 co-locations?  
 2 A Yes  
 3 Q Are those rates published anywhere?  
 4 A Again my understanding is they would be  
 5 part of the interconnection agreements I'm sure  
 6 they are published you know, in other documents  
 7 that have to be filed with the various State  
 8 Commissions  
 9 Q Drawing your attention to Line 8 on Page 6  
 10 of your testimony Exhibit 3, you state that,  
 11 "BellSouth believes that the rates by necessity must  
 12 be negotiated between the parties " Do you see  
 13 that?  
 14 A Yes, I do  
 15 Q What do you mean by the term by necessity?  
 16 A That it would be necessary in order to  
 17 get to the rate that would be charged for a  
 18 particular merger or acquisition request that it  
 19 would be necessary for the CLEC and BellSouth to  
 20 negotiate those rates based on the volumes and types  
 21 of services that the CLEC is requesting be merged  
 22 Q And why do you state that such rates must  
 23 be negotiated?  
 24 A Well, as I just said, until the CLEC, a  
 25 CLEC and BellSouth have talked you know we don't

1 know the extent or, as I said the volumes and types  
 2 of services that are involved in the merger, so  
 3 unless we know how large the project is and how much  
 4 work has to be done on it, it's impossible to know  
 5 what the rate would be  
 6 Q Does the mergers and acquisitions process  
 7 typically involve transfers of circuits?  
 8 MR CULPEPPER Object to the form of the  
 9 question  
 10 A (By Mr Owens) That would be based on the  
 11 type of CLEC that was merging If it is a  
 12 facility-based CLEC, then it would typically involve  
 13 circuits  
 14 Q Are petitioners in this arbitration  
 15 facility-based CLECs?  
 16 A I believe they are  
 17 Q So would you expect a merger if one  
 18 occurs among these parties would require circuit  
 19 transfers?  
 20 MR CULPEPPER Object to the form of the  
 21 question  
 22 A (By Mr Owens) A merger among the joint  
 23 petitioners I would assume would inquire or would  
 24 consist of circuit transfers  
 25 Q At Line 10 on Page 6 of Exhibit 3, you

1 state "Based upon the particular services to be  
 2 transferred " Do you see that?  
 3 A Yes I do  
 4 Q Can you tell me how many different  
 5 services are possible to be transferred?  
 6 A I probably can't give you an all-inclusive  
 7 list I can give you several examples unbundled  
 8 voice loops such as SL-1s and SL-2 UNE loops XDSL  
 9 capable loops unbundled copper loops, could also  
 10 involve POTS-type services such as retail or UNE  
 11 telephone numbers  
 12 Q And by POTS do you mean Plain Old  
 13 Telephone Service, P-O-T-S?  
 14 A That's correct  
 15 Q Do unbundled voice SL-1 loops, have a CFA  
 16 associated with that?  
 17 A Yes, they do  
 18 Q Does each such loop have a distinct CFA?  
 19 A Yes, it does  
 20 Q Do unbundled SL-2 loops have distinct  
 21 CFAs?  
 22 A Yes, they do  
 23 Q And XCDLs do they have CFAs?  
 24 A Yes  
 25 Q And so do copper loops?

1 A Yes, unbundled copper loops do  
 2 Q UNE-P facilities have the same CFA?  
 3 A No they do not  
 4 Q Why not?  
 5 A A UNE-P service is switched or connected  
 6 to BellSouth's switch It is not connected  
 7 physically to a CLEC switch so there is no  
 8 requirement for a CFA  
 9 Q Does it have any kind of identifying  
 10 number or name?  
 11 A UNE-P service is identified by the  
 12 telephone number  
 13 Q Would that be an ANI and --  
 14 A Well, I mean ANI, Automatic Number  
 15 Identification If someone were to have a UNE-P  
 16 line and perform an ANI, that telephone number would  
 17 be what they would get  
 18 But as far as how it's identified within  
 19 BellSouth's records, it's identified based on the  
 20 telephone number  
 21 Q Is there an acronym that BellSouth uses to  
 22 refer to telephone numbers?  
 23 A TN, I guess, would be the only one I'm  
 24 aware of  
 25 Q On page or Line 11 of Page 6 you state

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1 "Type and quantity of work involved " Do you see  
2 that?  
3 A Yes I do  
4 Q What type of work could be involved?  
5 A Well, again, as I've already said, it will  
6 depend on the amount of services that the CLECs want  
7 to transfer, the numbers of circuits involved, the  
8 types of circuits or services involved  
9 Q Does the type of work involve the same  
10 thing as number of circuits involved?  
11 A No The quantity of work involved would  
12 be the same as the number of work involved  
13 Q What did you mean here by quantity of work  
14 involved?  
15 A As I just said, the quantity of the number  
16 of circuits or services  
17 Q So the number of circuits speaks to both  
18 the type and the quantity of the work involved?  
19 A No does not  
20 Q Does the type of work speak to the  
21 services involved?  
22 A Yes it does  
23 Q Is it your understanding that the more --  
24 is there an association between the number of  
25 circuits involved and the cost involved?

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1 A Yes  
2 Q Was a -- is it a direct proportional  
3 relationship?  
4 MR CULPEPPER Object to the form of the  
5 question  
6 A (By Mr Owens) Yes I would assume it  
7 would be  
8 Q How does BellSouth estimate the cost  
9 involved in transferring a circuit?  
10 A BellSouth would again look at the type of  
11 circuit that's involved and all of the places that  
12 are within BellSouth's databases and records that  
13 have to be updated  
14 Q Has BellSouth made an estimate of the cost  
15 involved of transferring an unbundled SL-1 loop?  
16 MR CULPEPPER Object to the form of the  
17 question  
18 A (By Mr Owens) I believe there has been  
19 some work performed at BellSouth to identify costs  
20 that would be part of the transferring an SL-1 loop.  
21 yes  
22 Q Has BellSouth done an analysis of cost  
23 involved in transferring an SL-2 loop, unbundled  
24 SL-2 loop?  
25 A I believe BellSouth has done some work as

1 far as identifying costs of transferring SL-2 loops  
2 as well as most of the other, not all the other  
3 type of loops BellSouth provides  
4 Q Do you know whether the cost identified  
5 for SL-1 loops are the same costs identified for  
6 SL-2 loops in the transferring context?  
7 MR CULPEPPER Object to the form of the  
8 question  
9 A (By Mr Owens) I do not know, but my  
10 assumption would be that it is not the same  
11 Q Why do you assume that?  
12 MR CULPEPPER Again, object to the form  
13 of the question  
14 A (By Mr Owens) An SL-2 loop has -- is  
15 housed as far as BellSouth's records go, is housed  
16 in more systems than an SL-1 loop An SL-2 loop has  
17 to be updated in TIRKS, T-I-R-K-S that we mentioned  
18 earlier An SL-1 loop does not is not inventoried  
19 in that system  
20 Q Has BellSouth done an analysis of cost  
21 involved in transferring a XDSL capable loop?  
22 MR CULPEPPER Object to the form of the  
23 question  
24 A (By Mr Owens) As I stated earlier I  
25 believe BellSouth has done some -- has looked at the

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1 cost involved in transferring some if not all the  
2 loop-types it provides  
3 Q Do you know what the results of that work  
4 have been?  
5 A No I do not I know that that effort is  
6 ongoing I do not know, you know if -- what the  
7 particular costs are but I know that that effort is  
8 ongoing  
9 Q Who is conducting that effort at  
10 BellSouth?  
11 MR CULPEPPER Object to the form of the  
12 question  
13 A (By Mr Owens) I believe the M&A Team,  
14 along with the product teams that are responsible  
15 for the various loop types would be the folks that  
16 are involved in developing those costs  
17 Q On Page 6 of your Exhibit 3, which is your  
18 November 19th testimony beginning at Line 14 you  
19 state that, "BellSouth is working to provide a list  
20 of applicable rates that can be included in the  
21 mergers and acquisitions process discussed above "  
22 Do you see that?  
23 A Yes, I do  
24 Q Do you know when BellSouth began working  
25 on that list?

13 (Pages 46 to 49)

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1 A I believe BellSouth began working on that  
2 list earlier this year after one of the negotiation  
3 sessions that BellSouth held with the joint CLECs  
4 the joint petitioners  
5 Q Earlier this year in 2004?  
6 A Yes  
7 Q You used the terms rates on Line 14 in  
8 plural there will be more than one rate  
9 A There will be more than one rate yes  
10 Q Will there be more than one rate for the  
11 cost of transferring circuits?  
12 MR CULPEPPER Object to the form of the  
13 question  
14 A (By Mr Owens) There will be more than  
15 one rate for different -- I mean, for different  
16 circuit types, there will be a different rate. I  
17 assume As I said earlier there will be a  
18 different rate for SL-1s than there will be for  
19 SL-2s  
20 As far as if there are more than one rate  
21 for a particular type, I'm not sure how those costs  
22 will be broken down if it will be one overall rate  
23 or if there will be separate elements that make up  
24 transferring a particular circuit-type  
25 Q Will there be rates for anything other

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1 than transferring circuits in this list?  
2 A I am not aware of any other rates, but I  
3 can't say that for sure because I'm not involved in  
4 that work  
5 Q Can you estimate when BellSouth will  
6 finish creating this list of rates?  
7 A No I can't  
8 Q Do you know what total element long-run  
9 incremental cost is, Mr Owens?  
10 A I am certainly vaguely familiar with that  
11 term  
12 Q Do you know whether the rates will be  
13 derived in accordance with TELRAC, T-E-L-R-A-C  
14 principles?  
15 MR CULPEPPER Objection Which rates  
16 are we talking about?  
17 MS JOYCE Rates that BellSouth is  
18 working to provide a list of  
19 MR CULPEPPER Okay Thanks  
20 A (By Mr Owens) I do not know My  
21 assumption will be that they will not be because  
22 this is for service that is not part of BellSouth's  
23 2-51 Obligations  
24 Q Do you know whether these rates will be  
25 derived in accordance with any pricing standard?

1 MR CULPEPPER Object to the form of the  
2 question  
3 A (By Mr Owens) Again, I can't speak to  
4 how those rates are being derived I'm not involved  
5 in that process  
6 Q Is BellSouth creating this list of rates  
7 by itself?  
8 MR CULPEPPER Object to the form of the  
9 question  
10 A (By Mr Owens) My assumption would be  
11 that BellSouth is creating this list of rates by  
12 itself yes  
13 Q Do you know whether a regulatory authority  
14 will review the list?  
15 A No I do not  
16 Q Do you know whether BellSouth intends to  
17 submit the list for review to regulatory  
18 authorities?  
19 MR CULPEPPER Object to the form of the  
20 question  
21 A (By Mr Owens) I do not know whether they  
22 will or not no  
23 Q Again, looking at Lines 14 to 15, you  
24 stated "Rates that can be involved in the mergers  
25 and acquisitions process." What do you mean they

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1 can be -- excuse me, I misspoke they can be  
2 included in the mergers and acquisitions process?  
3 What do you mean can be included?  
4 A Rates that can be included in the mergers  
5 and acquisitions process would be rates for the  
6 various services that are involved in the merger  
7 Q Is it optional for rates to be included in  
8 the process?  
9 A I don't believe it's optional that rates  
10 would be included in the process, no  
11 Q Can -- strike that Will this list of  
12 applicable rates be included in any other process  
13 than a mergers and acquisitions process?  
14 A Not to my knowledge  
15 Q Once the list is created, will the amount  
16 of the rates on that list be negotiated between  
17 BellSouth and the CLEC?  
18 A I believe that if BellSouth develops the  
19 rates then those are the rates that would be  
20 charged and the negotiation would be based on, you  
21 know how the volumes of services and the service  
22 types that would, I guess, be in the negotiations  
23 And there's also some other things like we  
24 talked about earlier if the CLEC would desire  
25 BellSouth to put together their list of circuits

14 (Pages 50 to 53)

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1 then there may be some charge for that service but  
 2 those are the types of things that I would assume  
 3 would be included in the negotiations  
 4 Q But the amount of rates themselves, would  
 5 that be negotiated?  
 6 A As I said I don't believe once BellSouth  
 7 has the rate developed, I don't believe that there  
 8 would be any negotiation there  
 9 But again, I'm not involved in that  
 10 process and that would depend, I guess upon  
 11 whatever agreement BellSouth and the CLEC reaches  
 12 That's part of the negotiations  
 13 Q What would be part of the negotiations  
 14 the amount of the rate or how they apply?  
 15 MR CULPEPPER Objection asked and  
 16 answered You've asked him three times now  
 17 whether these rates to be developed would be  
 18 subject to negotiation  
 19 MS JOYCE Well he's given me two  
 20 answers  
 21 MR CULPEPPER No he hasn't  
 22 MS JOYCE I'll move on  
 23 Q (By Ms Joyce) At Line 17 on Page 6 you  
 24 state "This will give the CLECs an idea of charges  
 25 involved based on the types and volumes of services

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1 involved in the merger and/or acquisition " Do you  
 2 see that?  
 3 A Yes, I do  
 4 Q By this you're referring to the list of  
 5 rates that is being developed?  
 6 A Yes  
 7 Q What did you mean by the phrase give the  
 8 CLECs an idea of the charges?  
 9 A Once the CLECs have the list of rates that  
 10 are applicable, and assuming the CLEC knows the  
 11 volumes and the types of services that they want to  
 12 transfer that would give them an idea of the cost  
 13 to perform that transfer  
 14 Q Will all of the tasks associated with the  
 15 mergers and acquisitions process be included in the  
 16 list?  
 17 A I'm sorry would you repeat your question?  
 18 Q Will all of the tasks associated with the  
 19 mergers and acquisitions process be included in the  
 20 list?  
 21 A The tax?  
 22 Q Tasks  
 23 A Tasks?  
 24 Q Jobs tasks  
 25 A No not in the list of rates, I don't

1 believe so, no  
 2 Q Will all of the rates associated with the  
 3 mergers and acquisitions process be included in the  
 4 list?  
 5 A I believe that the goal of that team is to  
 6 provide a list of all of the rates that could be  
 7 involved yes  
 8 MS JOYCE I'd be happy to take a  
 9 10-minute break or would you like to continue?  
 10 MR CULPEPPER Let's go ahead  
 11 (Whereupon, a recess was held )  
 12 MS JOYCE Let's go back on the record  
 13 Q (By Ms Joyce) Mr Owens, we were  
 14 discussing the list of rates that BellSouth is  
 15 working on regarding the mergers and acquisitions  
 16 process do you remember?  
 17 A Yes  
 18 Q Do you know whether the methodologies or  
 19 the processes by which BellSouth creates these rates  
 20 will be made available to a CLEC to review?  
 21 A I do not --  
 22 MR CULPEPPER Object to the form of the  
 23 question  
 24 A (By Mr Owens) I do not know whether that  
 25 would happen or not

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1 Q Do you know whether any CLEC has requested  
 2 to see those processes and methodologies?  
 3 A Not to my knowledge  
 4 Q Will the rates that BellSouth creates be  
 5 gauged to recover BellSouth's cost associated with  
 6 performing a mergers and acquisitions process?  
 7 MR CULPEPPER Object to the form of the  
 8 question  
 9 A (By Mr Owens) I'm sure that the goal  
 10 would be to recover BellSouth's cost  
 11 Q Will these rates include a profit for  
 12 BellSouth?  
 13 MR CULPEPPER Object to the form of the  
 14 question  
 15 A (By Mr Owens) I cannot answer that As  
 16 I said before I'm not part of the process or the  
 17 team that's working to developing these rates, so I  
 18 really can't say any more on that  
 19 Q Please turn to Page 7 of Exhibit 3, which  
 20 is your November 19th testimony  
 21 A Okay  
 22 Q Do you see on Line 5 you state that,  
 23 "BellSouth has experience with a limited number of  
 24 merger and acquisitions requests " Do you see that?  
 25 A Yes, I do

15 (Pages 54 to 57)

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1 Q How many mergers and acquisitions  
2 requests. do you know?  
3 A No I don't  
4 Q Do you know if it's more than one?  
5 A No I don't  
6 Q You testified in June that you were not  
7 aware of any requests in North Carolina do you  
8 remember that?  
9 A Yes  
10 Q Are you aware of the requests in other  
11 states?  
12 A I believe I said in June that the one that  
13 I was aware of was in Florida  
14 Q Since June have you become aware of any  
15 other requests?  
16 A I have not become aware of any other  
17 requests. that there may have been some but I would  
18 not normally be aware of those  
19 Q On Page 7. beginning at Line 2. you  
20 stated. "While shorter intervals can be committed to  
21 and met for small. simple projects. larger and more  
22 complex projects require much longer intervals and  
23 prioritization and cooperation between the parties "  
24 Do you see that?  
25 A Yes I do

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1 Q What is an example of a small simple  
2 mergers and acquisition process?  
3 A Again as we've talked about it before it  
4 would be based on the volumes that the CLECs want to  
5 transfer. If it's a you know. a smaller CLEC or if  
6 one CLEC has acquired only a portion of another  
7 CLEC then that could be an example of a small.  
8 simple project  
9 Q What is an example of a larger and more  
10 complex project?  
11 A Exactly the opposite of the small. If  
12 it's -- a large CLEC's involved. and there is a  
13 complete merger. and there are various service types  
14 involved. that is what I would consider a more  
15 complex project  
16 Q Do small simple projects require  
17 prioritization?  
18 A They could. but that would be based upon  
19 the needs of the requesting CLEC  
20 Q Is it more likely that a larger and more  
21 complex project requires prioritization?  
22 A In my opinion. it would be. There's more  
23 possibility for prioritization. if you have a larger  
24 volume of circuits involved and different types of  
25 circuits involved. and I think you have a more. as I

1 say more of a probability than need prioritization  
2 Q Do small simple projects require  
3 cooperation between the parties?  
4 A I would say that any merger or  
5 acquisition regardless of the size. would require  
6 cooperation between the parties  
7 Q Would a larger and more complex project  
8 require more cooperation between the parties?  
9 MR CULPEPPER Object to the form of the  
10 question  
11 A (By Mr Owens) I would say that's a  
12 possibility yes  
13 Q Beginning at Line 9 on this page your  
14 testimony states "This being said. BellSouth is  
15 working to establish interval guidelines that will  
16 be addressed to the merger and acquisition document  
17 referenced above " Do you see that?  
18 A Yes I do  
19 Q When did BellSouth begin working to  
20 establish interval guidelines?  
21 A At the same time they began working to  
22 establish the rates  
23 Q That was earlier in the year 2004?  
24 A Yes that's correct  
25 Q Was this also in response to requests by

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1 the joint petitioners?  
2 A I believe it was  
3 Q Is BellSouth developing these interval  
4 guidelines by itself?  
5 A Yes  
6 Q Do you know when the interval guidelines  
7 will be finished?  
8 A No I do not. It's an ongoing effort  
9 Q Do you know whether the interval  
10 guidelines will be reviewed by a regulatory  
11 authority?  
12 A No I do not know  
13 Q Do you know whether BellSouth will submit  
14 the interval guidelines for review by a regulatory  
15 authority?  
16 MR CULPEPPER Object to the form of the  
17 question  
18 A (By Mr Owens) I do not know. no  
19 Q The mergers and acquisition document  
20 referenced above. which you state at Line 10 and 11  
21 --  
22 A Yes  
23 Q -- can you remind me which document are  
24 you referring to here?  
25 A The mergers and acquisitions process that

16 (Pages 58 to 61)

1 I referred to previously in this testimony  
 2 Q Is that a process posted to the BellSouth  
 3 website?  
 4 A Yes it is  
 5 Q Is that the website that you provide the  
 6 address for on Page 3 of this exhibit at Line 11?  
 7 A Yes it is  
 8 Q Will the interval guidelines be published  
 9 in any way?  
 10 A I believe the intent is that they will be  
 11 published along with the other mergers and  
 12 acquisitions documents on that website  
 13 Q At Lines 11 to 13 you state, "The  
 14 interval will be set based on the volume and types  
 15 of services involved in the merger and/or  
 16 accusation " Do you see that?  
 17 A Yes  
 18 Q Does that mean that the length of  
 19 intervals will depend in part, on the volume of  
 20 work?  
 21 A Yes it does  
 22 Q Does that mean that the interval's lengths  
 23 will depend in part on the type of work involved?  
 24 A Yes, it does  
 25 Q Will the invalid lengths also depend on

1 the amount of circuits involved?  
 2 A Yes In my mind, that's the same as the  
 3 volume  
 4 Q All right Has BellSouth developed these  
 5 interval guidelines? What standards, if any will  
 6 they refer to in that process?  
 7 MR CULPEPPER Object to the form of the  
 8 question  
 9 A (By Mr Owens) Again I'm not directly  
 10 involved in that effort, so I can't say whether  
 11 there are standards that will be referred to or if  
 12 they are, what they will be  
 13 Q Mr Owens, I'd like to discuss with you  
 14 now your testimony for Issue 72 in this arbitration  
 15 Can you tell me why a CLEC would need to make a  
 16 corporate name change?  
 17 A I would say there could be various reasons  
 18 that a CLEC would request to make a corporate name  
 19 change Certainly mergers and acquisitions would  
 20 be one of those  
 21 Q Would there be other reasons?  
 22 A I suppose there could be but, I mean  
 23 that would be up to the CLEC to say why they would  
 24 need to make a corporate name change  
 25 Q Have you ever assisted a CLEC in making a

1 corporate name change?  
 2 A No I have not  
 3 Q Do you know whether the Mergers and  
 4 Acquisitions Team is always involved when a CLEC  
 5 needs to make a corporate name change?  
 6 MR CULPEPPER Object to the form of the  
 7 question  
 8 A (By Mr Owens) I would say there could be  
 9 occurrences of when a CLEC will make a corporate name  
 10 change where the Mergers and Acquisitions Team would  
 11 not be involved If the name change is not a result  
 12 of a merger/acquisition or asset transfer, then I'm  
 13 not sure that the Mergers and Acquisitions Team  
 14 would need to be involved  
 15 Q If a CLEC changed its name simply because  
 16 of the fact it changed its name, who would be  
 17 involved in making the corporate name change at  
 18 BellSouth?  
 19 A Most of the same folks and organizations  
 20 that I have talked about previously would need to be  
 21 involved, and that would depend I guess on the  
 22 extent of that name change and whether it's -- it  
 23 needs to be reflected to each and every service that  
 24 the CLEC has purchased from BellSouth  
 25 Q When has a CLEC cor -- when a CLEC's

1 corporate name change is created, is it made in  
 2 systems that you list on Page 8 of your November  
 3 19th testimony, which is Exhibit 3? I draw your  
 4 attention specifically to Line 18 on Page 8  
 5 A Yes, it certainly could be And again,  
 6 it would depend on the request from the CLEC and the  
 7 extent to which they wish to have their records  
 8 changed  
 9 Q Are these systems always involved when a  
 10 corporate name change is a result of a merger and  
 11 acquisition?  
 12 A These systems three of these systems, are  
 13 always involved, yes As I talked about earlier,  
 14 TIRKS is not involved in all service types but  
 15 LFACS and ELMOS would be  
 16 Q On Line 4 to 7 on this page, you state,  
 17 "Request for changes that occur as a result of  
 18 mergers/acquisitions and/or transfer of assets will  
 19 be handled through the mergers and acquisition  
 20 process previously discussed " Do you see that?  
 21 A Yes, I do  
 22 Q By the term process previously discussed  
 23 are you referring to your testimony in Issue 6-11?  
 24 A Yes, I am  
 25 Q Is there a difference between an

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1 acquisition and a transfer of assets?  
 2 MR CULPEPPER Object to the form of the  
 3 question  
 4 A (By Mr Owens) I guess in my view an  
 5 acquisition would be if you're acquiring a company  
 6 or another carrier in its entirety. A transfer of  
 7 assets would be if you were purchasing only a  
 8 portion of that company's assets  
 9 Q Will the interval guidelines that  
 10 BellSouth is developing for the mergers and  
 11 acquisitions process be applied to a transfer of  
 12 assets?  
 13 A Yes it would be  
 14 Q Will the list of rates that BellSouth is  
 15 developing for the mergers and acquisitions process  
 16 be applied to a transfer of assets?  
 17 A Yes I believe it will  
 18 Q Is it Bellsouth's goal that the  
 19 information in its system such as those listed on  
 20 Page 8 be accurate?  
 21 MR CULPEPPER Object to the form of the  
 22 question  
 23 A (By Mr Owens) It is absolutely  
 24 BellSouth's goal that the information in these  
 25 systems be accurate

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1 Q Does BellSouth obtain any benefit from  
 2 having the information in its system be accurate?  
 3 MR CULPEPPER Object to the form of the  
 4 question  
 5 A (By Mr Owens) Yes, I would say so  
 6 Q On Page 8 at Line 25, your testimony  
 7 states "As a cost causer, the CLEC should be  
 8 responsible for the cost of the change " It  
 9 continues to the next page. Do you see that?  
 10 A Yes I do  
 11 Q What do you mean by the term cost causer?  
 12 A If the CLEC is the party that is making  
 13 the request that this change be made, and it's the  
 14 CLEC's needs that is driving that request, then that  
 15 would be my, I guess, my interpretation of the CLEC  
 16 being the cost causer  
 17 Q Is BellSouth the entity that makes the  
 18 changes necessary to effect a merger and acquisition  
 19 process?  
 20 A BellSouth is the party that is responsible  
 21 for making the changes within its databases and  
 22 records to effect a merger and acquisition  
 23 Q On Page 9, beginning at Line 11, you  
 24 state "As I discuss above, BellSouth is working to  
 25 include a list of the applicable rates that can be

1 associated with this acquisition " Do you see that?  
 2 A Yes I do  
 3 Q Is that the same level of applicable rates  
 4 that you describe on Page 6 of your testimony in  
 5 Exhibit 3?  
 6 A Yes it is  
 7 Q And at Lines 14 to 16 or 15 when you say  
 8 this will be added to the mergers and acquisitions  
 9 process posted to the website listed above, are you  
 10 referring to the website on Page 3 that address  
 11 Page 3 of Exhibit 3?  
 12 A Yes that's what I was referring to  
 13 Q At the bottom of Page 9, beginning at Line  
 14 25, you state that "Once again, the joint  
 15 petitioners' attempt to simplify a complex issue by  
 16 comparing this situation to a commercial setting  
 17 governed by commercial contracts " Do you see that?  
 18 A Yes I do  
 19 Q Is it your opinion that this attempt to  
 20 simplify a complex issue is inappropriate?  
 21 MR CULPEPPER Object to the form of the  
 22 question  
 23 A (By Mr Owens) Yes, I do believe it's  
 24 inappropriate  
 25 Q In this arbitration has BellSouth in its

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1 testimony compared the issues in this arbitration to  
 2 other commercial settings?  
 3 MR CULPEPPER Object to the form of the  
 4 question  
 5 A (By Mr Owens) Not to my knowledge, but  
 6 I mean, I'm not the only witness in this case so --  
 7 but I haven't seen anything that refers to a  
 8 commercial setting or commercial contract  
 9 Q On Page 10, Line 1, the term this  
 10 situation, are you referring to Issue 72?  
 11 A Yes, I am  
 12 Q And Issue 72 regards how BellSouth and the  
 13 petitioners will interact under an agreement, is  
 14 that your understanding?  
 15 A My understanding of Issue 72 is that we're  
 16 trying to determine what charges and what intervals  
 17 should apply when a CLEC requests that its records  
 18 be changed to reflect a different name or different  
 19 codes  
 20 Q And will that process be requested in the  
 21 agreement that's being arbitrated here, is that your  
 22 understanding?  
 23 A No that is not my understanding. My  
 24 understanding is it's not appropriate to be included  
 25 in the agreement that's being arbitrated here

18 (Pages 66 to 69)



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1 Q Why isn't it appropriate?  
2 A Because the services that are being --  
3 would be requested in these situations are not  
4 services for which BellSouth has a 2-51 Obligation  
5 Q At Line 2 to three on this page, you  
6 stated, "This is not a commercial setting governed  
7 by a normal commercial contract " Do you see that?  
8 A Yes I do  
9 Q Is this setting governed by an abnormal  
10 commercial contract?  
11 MR CULPEPPER Object to the form of the  
12 question  
13 A (By Mr Owens) I don't believe that was  
14 the intent of what I said here and what I said was  
15 that BellSouth's interconnection agreements are not  
16 normal commercial contracts  
17 Q Are they abnormal?  
18 MR CULPEPPER Object to the form of the  
19 question The question has been asked and  
20 answered once now  
21 MS JOYCE Mr Culpepper he did not  
22 answer my question He said BellSouth  
23 interconnection is not governed by a normal  
24 commercial contract  
25 MR CULPEPPER He did not say abnormal

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1 Define abnormal  
2 MS JOYCE It was your witness's words  
3 sir  
4 MS JOYCE Madam Court Reporter, can you  
5 repeat?  
6 THE REPORTER "Is this setting governed  
7 by an abnormal commercial contract?"  
8 MS JOYCE Objection noted Deponent can  
9 answer the question  
10 A (By Mr Owens) No  
11 Q Why do you say it isn't governed by a  
12 normal commercial contract? Strike the question  
13 What is a normal commercial contract?  
14 A In my view, a normal commercial contract  
15 would be just that, a commercial contract between  
16 two parties, not an interconnection agreement based  
17 on 2-51 Obligations that a carrier has  
18 Q On Page 10 beginning at Line 3, it  
19 states, "And the cost of unbundled network elements  
20 at interconnection do not include the administrative  
21 costs BellSouth incurs for changing a CLEC's  
22 corporate name or other company code " Do you see  
23 that?  
24 A Yes I do  
25 Q In Line 3 you say that, "The cost of

1 unbundled network elements --" the cost to whom?  
2 A The cost, that is, the costs that make up  
3 the rates that a CLEC pays for unbundled network  
4 elements  
5 Q How do you know that that cost does not  
6 include the administrative costs BellSouth incurs to  
7 recreate a CLEC's name or other company code?  
8 A It's my understanding that those costs are  
9 derived from what we talked about earlier TELRAC  
10 methodology, which is -- would not allow BellSouth  
11 to include costs of this type in those TELRAC rates  
12 Q Do you know what type of costs are  
13 included in TELRAC rates?  
14 A I am not a cost witness so I really can't  
15 say what all is included I know that it's a  
16 minimum of things that can get included or gets  
17 included in those rates but I'm not a cost witness  
18 Q Where did you derive the understanding  
19 that you provide at Lines 3 to six?  
20 A From discussing with the attorneys and  
21 BellSouth's cost experts that are very familiar with  
22 TELRAC pricing and are aware that these costs are  
23 not included in those TELRAC rates  
24 Q You asked a BellSouth cost expert whether  
25 administrative costs regarding name changes are

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1 included in TELRAC?  
2 MR CULPEPPER Object to the form of the  
3 question  
4 A (By Mr Owens) I discussed the issue with  
5 BellSouth's cost experts yes  
6 Q Can you identify those experts for me  
7 please?  
8 A I believe I discussed this with Daonne  
9 Caldwell  
10 Q Can you spell that name for me, please?  
11 A D-a-o-n-n-e, Caldwell, C-a-l-d-w-e-l-l  
12 Q Anyone else?  
13 A Not that I can remember  
14 Q Did Mr Caldwell communicate to you the  
15 list of the costs that are included in TELRAC?  
16 A No It's Ms Caldwell and no, she did  
17 not The discussion was very much related to this  
18 particular issue and whether or not these  
19 administrative costs were included  
20 Q On Page 11 of Exhibit 3, which is your  
21 November 19th testimony, beginning at Line 3, you  
22 state "However, as discussed above, BellSouth is  
23 working to provide integral guidelines that will be  
24 added to the mergers and acquisitions process  
25 discussed above " Do you see that?

19 (Pages 70 to 73)

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1 A Yes I do  
 2 Q Would this be the same list of interval  
 3 guidelines that is being developed in connection  
 4 with the transfer of circuits?  
 5 A Yes it would  
 6 Q And when you refer to the process  
 7 discussed above, are you referring to the process  
 8 described in your testimony for Issue 6-11?  
 9 A Yes I am  
 10 Q Beginning at Line 5, you state "This will  
 11 give the CLECs an expectation of how long it will  
 12 take to accomplish this type of CLEC name change "  
 13 What did you mean by give the CLECs an expectation?  
 14 A The interval guidelines will be based on  
 15 the types and volumes of services that can be  
 16 involved  
 17 And again, if the CLEC knows the types of  
 18 services and the volumes of services that they have  
 19 to merge that will give them an expectation of how  
 20 long that merger will take within BellSouth  
 21 Q Will the CLECs be able to view these  
 22 interval guidelines at the website that you provided  
 23 the address for?  
 24 A Yes I believe that is the intent that  
 25 they will be put into those merger and acquisition

1 documents on that website  
 2 Q Once the list of interval guidelines is  
 3 created by BellSouth, will the length of those  
 4 guidelines be negotiated between BellSouth and a  
 5 CLEC?  
 6 A I believe the intervals are being based  
 7 upon maximum amounts of time that it can take to  
 8 convert based on the number of accounts or circuits  
 9 that are involved  
 10 I suppose there could be some negotiation  
 11 around that, as well, but, again, that would all be  
 12 part of that transfer agreement that is in place  
 13 between the CLEC and BellSouth  
 14 Q Will there be different intervals for name  
 15 changes than for transfer of circuits?  
 16 A Again it goes back to the extent that the  
 17 CLEC wishes to change the name I mean, if the CLEC  
 18 wishes to correct all of the records that are  
 19 involved on all of their circuits, then it is, in  
 20 actuality, the same as transferring those circuits  
 21 through the other issue that we're discussing here  
 22 in 6-11 It really depends on the extent that the  
 23 CLEC wishes BellSouth to change its records  
 24 Q In the mergers and acquisitions process,  
 25 is the operation of transferring of circuits the

1 same as for the operation of changing a name?  
 2 A Again, that would be up to the CLEC and  
 3 what the CLEC was requesting If the CLEC requested  
 4 that the names and the codes be changed on each  
 5 individual account that it has with BellSouth, then  
 6 it would as I said in actuality, be the same thing  
 7 as the transfer of circuits or service  
 8 Q In the event that the CLEC asks for a  
 9 change in the account, as you described, will the  
 10 transfer of circuits and the name change be  
 11 accomplished with one task?  
 12 A No it would not be accomplished with one  
 13 task  
 14 Q Would there be one task to change the name  
 15 and one task to transfer the circuit?  
 16 A I'm not sure I can explain it any other  
 17 way than I've already explained it Again, it  
 18 depends on what the CLEC has asked BellSouth to do  
 19 If BellSouth has asked -- excuse me, if  
 20 the CLEC has asked BellSouth to change its records  
 21 all the way to the individual circuits, to change a  
 22 name on those records then, in actuality it is the  
 23 same thing as what we talked about in Issue 6-11  
 24 Q Just so I understand your testimony sir,  
 25 so we're clear is information entered into a

1 BellSouth database to effect a circuit transfer?  
 2 A Information is entered into BellSouth's  
 3 service order systems that effect the transfer I  
 4 mean that is how the request is initiated within  
 5 BellSouth's systems, and the service order system is  
 6 linked to the other databases that we've discussed  
 7 that all have to be updated  
 8 Q So changing the corporate name requires  
 9 entry of -- strike that The changing of the  
 10 corporate name requires separate entry information  
 11 in the database?  
 12 A Separate from what?  
 13 Q From what they did to transfer the  
 14 circuit  
 15 A Changing a corporate name would be part of  
 16 transferring that circuit, and transferring the  
 17 circuit would be part of making a corporate name  
 18 change  
 19 Q Same operation?  
 20 A Yes  
 21 Q Do you know whether a CLEC will have to  
 22 have language in its interconnection agreement  
 23 permitting it to avail itself of the mergers and  
 24 acquisitions process that's going to be published on  
 25 the website?

EDDY OWENS

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1 MR CULPEPPER Object to the form of the  
2 question

3 A (By Mr Owens) I don't believe so. no  
4 Again I'm not an interconnection agreement  
5 negotiator. either. but in my view. it would not  
6 have to be part of that agreement

7 MS JOYCE Mr Owens I'm finished with  
8 my questioning I don't know if your counsel  
9 has any questions

10 MR CULPEPPER I have no questions

11 MS JOYCE Mr Owens you will be  
12 receiving a copy of this transcript After  
13 your receipt you will be have 30 calendar days  
14 to make any changes to typographical errors and  
15 sign the transcript. do you understand that?

16 MR OWENS Yes I do

17 MS JOYCE Do you understand if you do  
18 not sign the transcript it will still be  
19 deemed an official transcript and can be  
20 admitted into a Superior Court State Commission  
21 in this case do you understand that?

22 MR OWENS Yes. I do

23 MS JOYCE Thank you very much for  
24 appearing I'm glad we were able to  
25 accommodate both BellSouth by doing a

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EDDIE L OWENS

Notary Public

This day of 2004

My Commission Expires

Job No 416079

MKM

30 December 2004

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1 telephonic deposition I think it went well  
2 I hope everyone has a great weekend

3 MR CULPEPPER Appreciate the  
4 accommodation as well Thank you

5 MS JOYCE Madam Court Reporter Kelley  
6 Drye would like to order a transcript Can I  
7 coordinate -- we'd like a full transcript and a  
8 Min-U-Script or condensed and of course. all  
9 the exhibits

10 MR CULPEPPER Okay Thank you Can we  
11 have an electronic disk? Is it possible to get  
12 a TXT file?

13 THE REPORTER I'll suggest that you get  
14 that

15 MS JOYCE We prefer it be in that  
16 format Thank you

17 MR CULPEPPER We would like the same  
18 (Whereupon. the deposition concluded at  
19 12 45 p m )  
20  
21  
22  
23  
24  
25

1 Robert A Culpepper. Esquire

2 BellSouth Legal Department

3 675 West Peachtree Street NE

4 Suite 4300

5 Atlanta Georgia 30375-0001

6 Re Joint Petitioners vs BellSouth

7 Deposition of Eddie L Owens

8 Taken on December 10, 2004

9 Dear Mr Culpepper

10

11 Having received a copy of the deposition in the  
12 above-captioned matter. please have the deponent  
13 execute the attached Errata Sheet  
14

15

16 Upon execution. please return same to our office so  
17 that we may furnish the Original deposition  
18 transcript and the executed Errata Sheet If we do  
19 not receive an executed Errata Sheet within thirty  
20 (30) days from the date of this letter the Original  
21 deposition transcript will be forwarded to counsel  
22 of record

23

24 If you have any questions please do not hesitate to  
25 contact me

21 (Pages 78 to 81)

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# EDDY OWENS

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1 Sincerely.  
2 SPENCER BUSH  
3 Spencer Bush  
4 Esquire Deposition Services LLC  
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6 cc Stephanie A Joyce Esq  
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2 Page Line should read  
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EDDIE L OWENS

Notary Public

This day of , 2004

My Commission Expires

Job No 416079

MKM

ERRATA SHEET  
Pursuant to Rule 30(7)(c) of the Federal

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1 Rules of Civil Procedure and/or Georgia Code  
2 Annotated 81A-130(B)(6)(c), any changes in form or  
3 substance which you desire to make to your  
4 deposition testimony shall be entered upon the  
5 deposition with a statement of the reasons given for  
6 making them  
7 To assist you in making any such  
8 corrections, please use the form below. If  
9 supplemental or additional pages are necessary,  
10 please furnish same and attach them to this errata  
11 sheet  
12 ---  
13 I, the undersigned EDDIE L OWENS, do  
14 hereby certify that I have read the foregoing  
15 deposition, and that to the best of my knowledge,  
16 said deposition is true and accurate (with the  
17 exception of the following corrections listed  
18 below )  
19 Page Line should read  
20 Reason for change  
21  
22 Page Line should read  
23 Reason for change  
24 Page Line should read  
25 Reason for change

1 DISCLOSURE  
2 STATE OF GEORGIA DEPOSITION OF  
3 FULTON COUNTY EDDIE L OWENS  
4 Pursuant to Article 8 B of the Rules and  
5 Regulations of the Board of Court Reporting of the  
6 Judicial Council of Georgia, I make the following  
7 disclosures  
8 I am a Georgia Certified Court Reporter. I am  
9 here as a representative of Esquire Deposition  
10 Services. Esquire Deposition Services was contacted  
11 by the offices of STEPHANIE A JOYCE, Esquire, to  
12 provide court reporting services for this  
13 deposition. Esquire Deposition Services will not be  
14 taking this deposition under any contract that is  
15 prohibited by OCGA 15-14-37(a) and (b).  
16 Esquire Deposition Services has no contract or  
17 agreement to provide court reporting services with  
18 any party to the case or any reporter or reporting  
19 agency from whom a referral might have been made to  
20 cover the deposition.  
21 Esquire Deposition Services will charge its  
22 usual and customary rates to all parties in the  
23 case, and a financial discount will not be given to  
24 any party in this litigation.  
25 MARIA K MCCUNE B-812

22 (Pages 82 to 85)

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EDDY OWENS

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1 CERTIFICATE  
2 STATE OF GEORGIA  
3 COUNTY OF FULTON

4 I hereby certify that the foregoing  
5 deposition was reported, as stated in the  
6 caption and the questions and answers thereto  
7 were reduced to the written page under my  
8 direction, that the foregoing Pages 1 to 85  
9 represent a true and correct transcript of the  
10 evidence given by said witness

11 I further certify that I am not of kin or  
12 counsel to the parties in the case, am not in  
13 the regular employ of counsel for any of said  
14 parties, nor am I in any way financially  
15 interested in the result of said case

16 This, the 30th day of December 2004  
17  
18  
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23

24 MARIA K MCCUNE CCR-B-812  
25 Registered Professional Reporter

23 (Page 86)

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